

THE

SOLICITORS' JOURNAL.

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The Solicitors' Journal.

LONDON, NOVEMBER 3, 1877.

Notes for the Ensuing Week.

November 3rd ... Commission day—Manchester, Durham, Stafford, Winchester, and Swansea Winter Assizes.
November 5th ... Commission day—Northampton Winter Assizes.
After Nov. 2nd ... Fees in Liverpool and Manchester District Registries to be taken in stamps.

CURRENT TOPICS.

THE CHANCERY CAUSE LIST exceeds in dimensions even the expectations we expressed last week, derived from the state of the cause books. Up to the 27th ult. there were no fewer than 601 causes in the lists, and of those 219 were witness causes. Comparing the lists of the three previous sittings, we find that at the commencement of the Hilary sittings there were 560 causes; Easter, 602; and Trinity, 510.

MR. ALFRED THESIGER, Q.C., must by this time be painfully aware of the fierce light which beats upon the judicial bench. His merits and defects have been keenly canvassed during the past week by various persons of many different degrees of enlightenment, from the intelligent writer who surmised that the new judge might have to sit with Lord Coleridge and "Lord Justice Blackburn," upwards. It is alleged, first, that Mr. Thesiger is too young for judicial office; and it is probably true that he will be the youngest judge who has sat within recent years. His age is two years less than that of the late Mr. Justice Willes at the time of his appointment (according to the dates given in Foss); but considerably greater than the age at appointment of one of the most eminent judges who ever sat on the Common Law bench—Mr. Justice Buller—who was thirty-two years of age when he was raised to a seat in

the Court of King's Bench. It need hardly be said that age, within limits passed by Mr. Thesiger, is neither a qualification nor a disqualification for judicial office. The more important question is as to the professional ability of the new judge. With reference to this, we can only say that the opinion of members of the outer bar who have been often "led" by him (of all men the best able to judge) is strong and unhesitating in favour of his qualifications for his high office. In their opinion he possesses great ability, sound judgment, and unusual clearness of apprehension of legal principles. But, it is said, the appointment is a slight to the common law bench, because it was "confidently expected" that appellate judges would be selected from among persons of judicial experience. The writers who entertained this confident expectation can hardly have remembered that section 8 of the Judicature Act, 1873, contemplates that the choice shall be made either from barristers of fifteen years' standing or from judges of the High Court of not less than one year's standing; and after the recent appointment of Mr. Cotton direct from the bar to the Appeal Court such an expectation was wholly unreasonable. There is, however, one learned judge whom everyone would have been glad to see raised to the Court of Appeal—Mr. Justice Lush; because it is felt that by his singularly efficient discharge for so many years of the duties of his high office, by his unvarying courtesy and great acuteness he has fairly earned the position; and while we congratulate the profession on Mr. Thesiger's appointment as a very good one, we cannot say we are satisfied it is the best that could have been made.

IN THE CORRESPONDENCE published this week between the Lord Chief Baron and the Lord Chancellor, the former learned writer argues that the Order of 1637, which provides that "when the business is carried according to the most voices, no publication is afterwards to be made by any man how the particular voices and opinions went," was "made at a time when the Star Chamber existed, and when members of the Privy Council were imprisoned under sentences of that tribunal for words uttered by them in the House of Commons"; and he states that he is "not aware that it has ever been judicially held, or, indeed, treated as of any effect since the Judicial Committee was created by statute." This latter statement is a mistake. Mr. Henry Reeve, Q.B., the late registrar of the Privy Council, stated, before the select committee of the House of Lords on Appeal Jurisdiction in 1873, that he had in his possession a memorandum made by Mr. Greville, his predecessor, recording the fact that shortly after the creation of the Judicial Committee, when Lord Brougham and Mr. Baron

Parke, among other learned judges, were members, the question of the publication or concealment of the votes arose; there was a difference of opinion among the members of the committee, but after careful consideration of the question, it was agreed to abide by the ancient rule. And Mr. Reeve added, "it is as much by the resolution of this committee as by the old rule that the practice exists." As to this practice, it is to be observed that although in the *Gorham* case it was stated that Vice-Chancellor Knight Bruce dissented from the judgment; and in the *Essays and Reviews* case a remark was made as to the dissent from certain parts of the judgment of the Archbishops of Canterbury and York; and in *Cowie v. Remphry* (5 Moo. P. C. 232) Dr. Lushington announced that the Chancellor of the Duchy of Cornwall was inclined to take a different view of the case, no reason for a dissenting opinion has ever been expressed. In the *Gorham* case Vice-Chancellor Knight Bruce handed in a paper which he read to the committee, but this was never promulgated.

THE PERSONAL QUESTION, about which the Lord Chief Baron in his correspondence appears to be so anxious, may be soon disposed of. He admits that "in an unguarded moment at a dinner table or on a carriage drive" he may have "hazarded an opinion" that in the *Ridsdale* judgment "there was much of policy rather than of law, though perhaps unconsciously to themselves, in the judgment of the majority of the judges"; that he authorized the Rev. P. C. Ellis to say, as publicly as he thought fit, that the learned speaker had dissented from the majority of the judges, and that he expressed to the reverend gentleman his regret that his request for the publication of his denial had been "disregarded and rejected." If, after saying all this, the learned Lord Chief Baron had "not the least idea" that his opinions of the judgment in the *Ridsdale* case "would ever be repeated, and still less that it was possible they would ever be published in a newspaper," the only conclusion we can form is that learned judges may live a great many years in the world, and have much experience of men and things, and yet remain in utter ignorance of the ways of the clergy. The incident is to be regretted as likely to sow permanent distrust between assize judges and their chaplains; but in other respects, as the Lord Chief Baron has expressed his regret that the words were spoken, there is nothing more to be said as to them.

But on two questions of principle raised by the Lord Chief Baron we think he is altogether wrong. He bases his reason for desiring his dissent to be published mainly on the fact that in 1866 he joined with eight other counsel in advising upon the question which was raised in the *Ridsdale* case, and his opinion then given was opposed to the view taken by the Privy Council in that case. And he says that, if at any time before the judgment in the *Ridsdale* case was about to be delivered, he had changed his opinion or entertained the slightest doubt of the correctness of his opinion upon this question, he should never have forgiven himself if he had not immediately taken measures "to warn the clergy of the Church of England . . . that the opinion was erroneous, or even open to question, and that they must no longer hold it to be a true and correct statement of the law." Surely this is a preposterous view of the responsibility of counsel for the results of their opinions. Counsel advise to the best of their ability upon the facts laid before them and the existing law; action is usually taken on the opinion; but is every counsel who reaches the bench and concurs in a judgment on the same point delivered after the matter or question has been thoroughly argued, and his attention drawn to facts which were not before him or considerations which did not present themselves to his mind when advising on the case in chambers, to send round circulars to his former clients advising them that they are no longer to consider the opinions given to them "true and correct statements of the law"?

The other point is as to the policy of not publishing dissenting opinions. We think it would be of great advantage if the House of Lords were to adopt the practice which the Lord Chief Baron reprobates. The fact that but one judgment can be delivered cannot fail to have an important effect on the care with which it is prepared. Moreover, a final tribunal ought to give forth no uncertain sound as to the law, and the publication of conflicting judgments can only tend to weaken the authority of the rule laid down, and so to increase litigation and uncertainty.

THE POSITION of the three learned commissioners who have been sent to do a large part of the duty of the judges at the winter assizes may be best described by the *Americanism*, a "one-horse judge." Each is to receive a sum of £175, instead of the 300 guineas which is the usual fee of a circuit commissioner; each is to have an allowance of 10 guineas a day for his expenses, and each travels with a retinue composed of a clerk, a crier, and a cook. The presence of the last-named functionary is satisfactory as affording an assurance that there is no truth in the rumour that the commissioner would have to adjourn from the judges' lodgings to a neighbouring "public" to obtain his frugal dinner. It is considered not impossible, however, that at the next winter assizes the Treasury will be in a position to offer more perfect arrangements; the services of Mr. Cook having been called in to settle the details of a personally conducted assize tour for the learned commissioners, including the use of a complete set of judicial robes, coupons for meals at judges' lodgings (including meat breakfast) and provision for javelin men at a fixed and moderate price, if required by the sheriff.

AS THE PROVISIONS of the United States Statute of 1870, relating to trade-marks, are applicable only to subjects of any foreign Power which, "by treaty or convention, affords similar privileges to citizens of the United States," and no reciprocity treaty has hitherto existed on this subject between the United States and Great Britain, British subjects have been precluded from availing themselves of the provisions of the statute. A declaration has, within the last few days, been signed by Lord Derby and the Minister of the United States, under which it is agreed that the subjects or citizens of each of the contracting parties shall have, in the dominions and possessions of the other, the same rights as belong to native subjects or citizens, or as are now granted, or may hereafter be granted, to the subjects and citizens of the most favoured nation, in everything relating to property in trade-marks and trade labels; it being understood that any person who desires to obtain the aforesaid protection must fulfil the formalities required by the laws of the respective countries. The declaration is rather more extensive in its terms than article 17 of the convention between the United States and the German empire, entered into in 1872.

The number of original applications for the present month to be admitted as solicitor is 117, and of renewals thirty-two.

At the winter assizes at Gloucester there were 23 prisoners; at Ipswich, 20 prisoners; at Nottingham, 40 prisoners; at Exeter, 27 prisoners; and at Liverpool, 36 prisoners.

In consequence of the illness of Lady Malins, the senior Vice-Chancellor will not sit until Monday next. On that day the Vice-Chancellor will have his usual paper; but it is understood it will be open to counsel who have any pressing motion to make it at the sitting of the court.

INJURIES CAUSED BY THE NEGLIGENCE OF A FELLOW-SERVANT.

THE case of *Woodley v. The Metropolitan District Railway Company* (L. R. 2 Ex. D. 385, to which we briefly drew attention, 21 SOLICITORS' JOURNAL, 841), is hardly a satisfactory one, inasmuch as the result is that a majority of three judges out of five in the Court of Appeal overruled the decision of the Exchequer Division. In the Exchequer Division the decision purported to be unanimous, though Cleasby, B., expressed grave doubts. Indeed, it seems tolerably clear that Cleasby, B., but for the opinion of Kelly, C.B., and Amphlett, B., would have decided the other way. But even assuming this to be so, we have the opinions of Cockburn, C.J., Mellor, and Grove, J.J., and Cleasby, B., against those of Kelly, C.B., Mellish and Baggallay, L.J.J., and Baron, since Lord Justice, Amphlett. Without invidious discussion of the comparative weight of these judges' views individually on a point of law, we may, perhaps, be permitted to express an opinion that, having regard to the constitution of the two courts, by far the weightiest opinion among the number, so far as purely legal questions are concerned, was that of the late Lord Justice Mellish, and he was on the side of the dissentients.

The question was one that involved a topic which sometime ago we had occasion to discuss, and which has, we believe, formed the subject of two Royal Commissions, viz., that of the right to recover against a master in respect of the negligence of a fellow-servant. The facts were these:—The plaintiff, a workman in the employ of a contractor engaged by the defendants, had to work in a dark tunnel rendered dangerous by the passing of trains. After he had been working a fortnight he was injured by a passing train. The jury found that the defendants in not adopting any precautions for the protection of the plaintiff had been guilty of negligence. The majority of the Court of Appeal held that the plaintiff, having continued in his employment with full knowledge, could not make the defendants liable for an injury arising from danger to which he voluntarily exposed himself. The minority held that the plaintiff, as servant to the contractor and not to the defendants, had entered into no contract with the latter which would modify the ordinary duty of those who carry on a dangerous business to take reasonable precautions that no one should suffer personal injury from the manner in which it is carried on, and that no such contract could be inferred from the plaintiff's remaining in his employment.

Now, as we have said before, we cannot help wishing very strongly that in all legal discussions the notion of an implied contract could be confined to cases to which it is strictly applicable. This notion of implied contract is pregnant with confusion when applied to cases such as that under discussion. Implication is when, though persons contracting may not expressly say a thing, they must, by the very nature of the transaction, be held to have meant it. If I order goods there is an implied contract to pay for them, because I cannot have supposed that the shopkeeper intended to give me them. I do in effect promise, though not in express words, to pay for them. But to apply the term "implied" to cases where the law in reality peremptorily annexes a condition to a contract, or creates a liability in connection with any relation, answers no real purpose, and may lead to fallacies. We cannot think there is any implied promise, for instance, on the part of a workman to be at the risk of negligence on the part of his fellow-workman. It does not necessarily follow from the essential character of the transaction. We think he does impliedly promise to take the risks necessarily incidental to the employment. If there be no means that can reasonably be taken to prevent a danger incidental to the service, that danger may be said to be necessarily incidental to the service, and the workman by entering on the service undertakes to incur it without

making his master responsible. But we do not think that the same reasoning applies in the case of negligence of fellow-servants. There the risk is not necessarily incidental to the business at all. If the master did the act of negligence himself he would be responsible, but the law has engrafted an exception upon the law of *respondent superior* in this case so as to exempt him in cases when the act is that of his servant or delegate. This exception is a piece of judge-made law altogether, and we confess we think rightly so made. We feel very strongly that the proper mode of approaching the doctrine of *Priestley v. Fowler* is to treat it as an exception to the ordinary, somewhat severe, rule that makes a master liable for the acts of his servant, even when contrary to his direction, if done in the scope of his employment. The foundation of the ordinary rule is, in our opinion (as we have before more fully explained), that the servant's action is for the master's benefit, and a person who causes another to take action for his benefit cannot be in any other position, *quoad* the general public, who are not interested in having the act done, than if he did it himself. The reason for the exception is that the action of the fellow-servant is for the joint benefit of the master and servant. The master is to have the advantage of the work done, the servants are to have their wages, and inasmuch as it is impossible for businesses and other matters to be carried on without delegation, they are all parties to the delegation, and there is no reason why the severe ordinary rule should apply. In other words, we think that these questions as to the liability of the master are more properly regarded by the light of the law of torts than by importing hypothetical contracts which do not really exist.

Let us, however, apply this way of looking at the doctrine to the case of *Woodley v. The Metropolitan District Railway*. In our view there was no question of implied undertaking to incur risks necessarily incidental to the employment, because the jury found that there was negligence on the part of fellow-servants in not taking precautions. That is to say by certain precautions the danger might have been obviated. But the doctrine of *volenti non fit injuria* is brought in aid of the defendants, and on that the majority principally proceeded. It is said that if a man on finding that the employment is dangerous because there are not necessary precautions taken, elects to go on with it he cannot complain. The reason for this may be put in two ways. It may be put—as it seems to be put in the judgment of Mellor, J.—on the ground that the man who wilfully incurs a risk of which he is aware can never recover against another in respect of such risk. He is wholly or in substantial part the author of his own wrong. Or it may be put—as it seems to be put in the Lord Chief Justice's judgment—that the man who, on discovering the hazard of the employment, and that the proper precautions are not taken, does not throw it up, but elects to continue in it, impliedly undertakes to bear the risk without making the master responsible. To deal with this latter view first, here comes in again what we have before said about implied contracts. Is there really any such implication? We should say not, because it is not a necessary implication. The question whether the law should annex such a condition as the result of the man's conduct is quite a different one. But is there really any reason in consequence of the workman's action to think that he actually meant, or that the master actually supposed that he meant, any such thing? Neither party thinks anything about it; the parties really leave it to the law to determine their rights in this respect without reference to any intention. With regard to the former of the two views we have referred to as expressed by the maxim *volenti non fit injuria*, it seems to us that there may possibly be some question of degree involved here. A man may be guilty of contributory negligence, or the cause of his own injury, if he exposes himself to a risk that is obviously so great as nearly to approach to a certainty of injury. If a man

went up a scaffolding when he knew the timbers were extremely rotten, or when he saw that the ropes were so improperly fastened as to cause extreme risk of the scaffolding coming down, he might be said to be the author of his own injury. But the cases that usually become matters of question between master and servant are not of this character. The servant only exposes himself to a considerable risk, but one which men frequently incur and may reasonably expect to escape. It seems to us with regard to such a case a very severe doctrine that the man is the author of his own injury. Practically, the result of it is to deprive the servant of all protection, and unless the idea of implied contract is imported, as altering the relation between master and servant, it goes too far, for the same consideration might be suggested as to any other case when a man lawfully went into a position which another's negligence had to his knowledge rendered dangerous. We think we could suggest, if want of space did not forbid, such cases in which the maxim clearly would not apply. The servant is lawfully in the position where he is, and it seems to us that the application of the considerations classing themselves under the head *volenti non fit injuria* to his case must be regulated by the ordinary doctrines of contributory negligence as applied to other cases.

These applications of the maxim "*volenti non fit injuria*" being out of the way, the case resolves itself into one depending on the doctrines laid down as to the relation of master and servant with regard to the negligence of a fellow-servant. Now, if the man injured had been the servant of the railway company, and the employment of him and that of the officials who were negligent in not taking precautions was a common employment, we should think the judgment right. Whether a workman employed to do repairs in a tunnel can reasonably and fairly be said to be engaged in a common employment with the persons who manage the traffic may be doubtful. We should adhere on that point, to our view that the real question is whether the work is being carried on for the joint benefit of the master and the man injured; and should be disposed to think it doubtful how far it could be for the benefit of the workman that trains should be run through the tunnel while he is working in it. We will not, however, go further into that point, because in the case before us the plaintiff was a servant merely of a contractor with the company. How is he benefited by the railway traffic? All that can be said is that if companies were obliged to stop their traffic while repairs were carried on, railways would earn less profit and not pay so well, and consequently there might not be so many workmen required by contractors in the repairs and construction of them. This is obviously absurdly remote. It is quite different, for instance, from the joint interest of a stoker and a railway company in having an engine driven by the engine-driver. When there is no joint interest as between the master and man injured in the work being done, in the course of which the injury is inflicted, we do not see how the servant differs from one of the ordinary public.

On the whole we cannot think, notwithstanding the frequent discussion of this topic, that the reasons of the rule and the exception have ever been put on a satisfactory basis. We believe both the rule and the exception to be right, but that considerable hardships have been worked through the proper limitations of both not being arrived at. It seems to us that the decision of the dissentient judges in the case we have been discussing was the correct one, and we regret extremely the result of the case as calculated greatly to strengthen the hands of those who agitate against a limitation of the master's liability which, if not carried too far, we think just and expedient.

A new form of verdict was found by a jury at the West Riding of Yorkshire Quarter Sessions on Wednesday week. After consultation, the jury found that the prisoner was "Not guilty, with a doubt."

CONDITIONS ON DEPOSIT OF LUGGAGE.

THE question how far and under what circumstances the depositor of goods at a cloak-room in a railway station is bound by conditions printed upon the ticket which he receives has been in several cases made the subject of discussion. The case of *Parker v. The South-Eastern Railway Company* (25 W. R. 564, L. R. 2 C. P. D. 416), deals very fully with the principle upon which such cases turn. There being no legislative restriction on the common law right of the company to make such contracts as they may think fit in the case of the deposit of luggage, the matter in these cases must really turn upon the question what, according to the ordinary principles of the law of contract, the contract between the parties really was. There can be no question as to reasonableness of the conditions except so far as such an ingredient may be material to the question of the existence or non-existence of the contract relied on by the company. The question must simply be on what terms were the goods received as between the parties?

Now, it is quite clear in law and sense that a contract as between parties may be on terms unknown to one or even both of the parties. If the terms are alleged to be contained in any writing, the question will be whether the parties assented to the writing being considered to contain the terms of their contract. It is conceivable that both parties might contract with reference to the terms of an instrument, the contents of which neither of them knew exactly. Again, if one party on being shown by the other a writing as containing the terms on which he is willing to contract does receive the writing and enters into a contract, the contract will be on the terms of the writing, even although unknown to the party so receiving it. The question, therefore, as between the parties would seem broadly to be whether the depositor assented to the terms of the ticket which was given him on the deposit of the goods. But this is subject to the following qualification. A man may be liable to be treated as assenting, though his mind never really experienced the feeling of assent. If B. conveys to A. a sufficient intimation that the writing he, B., produces contains the terms on which he is willing to contract, and A. receives the writing and contracts, but neglects to notice or apprehend the intimation that it contains the terms of the contract, and so never assents to such terms, he may nevertheless, apparently, be bound by them, in accordance with the principles of fairness and justice. By his conduct he has led the other to suppose that the terms of the contract are those contained in the writing, and therefore is bound by them. In other words, it is not what men think when they are making a contract, but what they in express words or by their conduct say that forms the contract.

In applying these principles to the question under discussion, it is obvious that the difficulty lies in determining what is a sufficient intimation that the writing is to contain the contract. If B. says that it is loud enough for A. to hear, and A., because he is not attending, or has not his wits about him, does not hear, still A. is bound. But in the cloak-room cases the conditions are printed on the ticket, and generally the ticket is handed without remark to the depositor. The question that obviously arises on this is whether the mere handing of the ticket to the depositor entitles the company's official to presume that the depositor knows that the ticket contains the contract and assents to such contract. In *Harris v. Great Western Railway Company* (1 Q. B. D. 515) it was admitted by the plaintiff in cross-examination that he believed there were some conditions on the ticket. That admission seems to dispose of the question in that case. In *Henderson v. Stevenson* (L. R. 2 H. L. Sc. 470), a case which has been much discussed, and is often thought to go much further than it really does, the conditions were on the back of the ticket, and there was not on the face of it any reference to the back, and the plaintiff alleged that he did not know there were

any terms on the back. In the case we are discussing the plaintiff admitted that he knew there was writing on the back of the ticket, but swore, not only that he did not read it, but that he did not know or believe that the writing contained conditions.

Now, the question whether the mere production of a ticket upon the deposit of articles in a cloak-room is a sufficient intimation that the ticket contains the terms of the contract of deposit obviously depends, to a great extent, on what the common understanding of the public with regard to such tickets is. As Lord Justice Mellish put it, the company is entitled to assume an ordinary degree of intelligence and experience in the persons dealing with them—a proposition as to which we shall say a few words hereafter. He instanced the case of a party shipping goods under a bill of lading, who could not be heard to say that he did not know that the bill of lading contained the contract of shipment. But the reason of this is that in the shipping business it is matter of universal custom that the document which is the voucher for the receipt of the goods and the *inducium* of title to them, contains the terms of the contract. The great question upon which the judges of the Court of Appeal principally differed was whether the effect of giving the ticket was matter of fact for the jury or matter of law for the court, Mellish and Baggallay, L.J.J., holding the former, and Bramwell, L.J., the latter. We cannot help thinking that the latter learned judge was influenced to some extent, as so many learned judges have been in other cases, by the fact that the defendants being a railway company could not hope to succeed if the issue was one of fact for the jury. He says, "let us for a moment forget that the defendants are a *caput lupinum*, a railway company." We doubt whether he for a moment forgot it. The argument of the learned Lord Justice is, however, very forcible, even though we may suspect his bias to have been in favour of the company, as knowing how hopeless it is to expect a jury to find impartially when a company is concerned. His argument, briefly stated, appears to amount to this—viz., that when a person has a ticket with writing or printing upon it handed to him, and knows that it relates to the transaction, he is, as a conclusion of law, bound by it if it contains the conditions of the contract. The plaintiff admitted that he saw that there was printing on the ticket but said that he did not know that it contained a contract. The Lord Justice says that the plaintiff thereby admitted that for anything he knew or believed it might be, only he did not know or believe that it was, the contract; and that the evidence was very much that he did not think, or that thinking, he did not care about it. It is suggested by the Lord Justice that the putting a ticket into a person's hand with printing on it is equivalent to saying "read that; it concerns you" and if the party does not read it he must nevertheless be treated as though he had read it.

Now, this seems going rather far, and we can very well understand that a jury might find that the delivery of a ticket having printed matter on it, with a direction to the party to read it, might be sufficient intimation that the document in question contained the terms of the contract, but we have some difficulty in seeing how that can be matter of law for the court. It must surely depend to some extent on the circumstances how far the document is a well-known document, and so forth. A man who received a bill of lading, as Mellish, L.J., said, could hardly be heard to say that he did not know that it contained the terms of the contract. We do not think that the question whether he did so or not would be one for the jury. But a bill of lading is the same sort of thing all the world over, and those who deal with persons following a particular business must *ex necessitate rei* be taken to know at any rate something of the course which is universally pursued in such business. We doubt whether the ticket given on deposit of goods at a cloak-room can be said to be a well-known and well-established instrument to the same

extent. We doubt, also, whether the analogy of a mercantile business applies. It has always been held that in relation to a special mercantile business, the outsider must be taken to know the custom, as, for instance, in the case of the Stock Exchange. The reason of this is that a person may reasonably be expected to know that there are special customs connected with such matters, and ought to inform himself about them. Travelling by railway and depositing your luggage in a cloak-room is not perhaps a business of so special a character as that every one who undertakes to meddle with it is to be taken to know the custom of railway companies, and therefore that a ticket given to him is sure to contain conditions. The question whether the mere giving of the ticket is sufficient intimation that that is so must depend to some extent on the person; a person constantly accustomed to travel by rail, like a commercial traveller, is not to be regarded in the same category as a flurried old woman who has only been one or two railway journeys in her life. We suspect, however, that Bramwell, L.J. would answer that flurried old women have no business to travel by railway, and must take the consequences of their flurry and ignorance.

We cannot help sympathizing to some extent with Lord Justice Bramwell's view, because we believe that all people at all accustomed to railway travelling know perfectly well that such a ticket contains conditions, and yet that very few juries would find them to have known it; but nevertheless we cannot see that, as a matter of law, the court can hold that the giving of a ticket with printing on it involves sufficient intimation that the ticket constitutes the contract. It seems to us that the railway company, which deals with all kinds and classes of people, is bound to give reasonable intimation to the particular depositor that he is committing himself to the terms of the contract contained in the ticket. The question really is, What was it reasonable for the official who represented the company in the transaction to presume that the depositor intended? We cannot think that, as matter of law, he is always, with regard to all sorts of people, and under all circumstances, entitled to presume, or that he does, in fact, presume, that the recipient of the ticket knows that it contains a contract. We cannot help doubting the view that Lord Justice Mellish expresses with regard to the presumption a railway company is entitled to draw. He puts it that whatever people in general would infer on being presented with the ticket, the company, or, to speak more accurately, their representative, is entitled to presume the particular depositor to infer. We think this is almost too favourable to the company, though we fully think that the question what people in general would infer is very material to the question what the particular depositor may be presumed to have inferred. The *dictum* goes the length of saying that though the circumstances or the character of the depositor may be obviously such that the jury would naturally infer that the company's representative could not really have thought that the depositor was aware that the ticket contained conditions, or perhaps even thought the contrary, yet as a hard and fast rule the jury are to find that the company's representative presumed the depositor thought what people in general would think under the circumstances.

We understand, says the *Central Law Journal*, that our valued contributing editor in New York city, John F. Baker, Esq., is a candidate for judge of the Marine Court of that city, with a pretty good prospect of success. We hope he will get it; first, because we want to see our entire editorial staff comfortably housed away on the bench as fast as possible; secondly, because we think Mr. Baker would make a good, honest, capable, and hard-working judge, who, in his written judgments, would quote the *Central Law Journal* frequently, and thereby bring it into greater notice in that obscure corner of creation.

Recent Decisions.

INFANTS' MAINTENANCE.

(*In re George (an infant)*, V.C.H. and C.A., L. R. 5 Ch. D. 857.)

A well-known section of Lord Cranworth's Act provides that "where any property is held by trustees in trust for an infant, either absolutely or contingently on his attaining the age of twenty-one years, or on the occurrence of any event previously to his attaining that age, it shall be lawful for such trustees . . . to apply, for or towards the maintenance or education of such infant, the whole or any part of the income to which such infant may be entitled in respect of such property, whether there be any other fund applicable to the same purpose, or any other person bound by law to provide for such maintenance and education or not; and such trustees shall accumulate all the residue of such income by way of compound interest by investing the same," &c., &c.

The words we have placed in italics were long, as all conveyancers know, a source of considerable perplexity. Was it necessary that the infant should be *indefeasibly* entitled to the income? The question came before the Master of the Rolls in the case of *In re Cotton* (24 W. R. 243, L. R. 1 Ch. D. 232); and that learned judge, sweeping aside with his usual vigour the doubts of "the learned gentlemen who had done their best to repeal this section," held that the infant need not be *indefeasibly* entitled and allowed maintenance out of the income of a share of residue bequeathed to an infant contingently on its attaining twenty-one. The decision, as we remarked at the time, though not free from some difficulties on the language of the section, established a convenient rule. And the learned judge laid down in his judgment the grounds of the decision in language which might have furnished a sufficient indication of the limits to which the rule could be carried. "When property is held on trust for an infant contingently on his attaining twenty-one," he said, "the infant is not entitled, strictly speaking, to the income any more than the capital. *If he attains that age he will get both.* In fact, he is entitled to both, subject to the contingency of his dying under twenty-one."

In the case of *In re George* an attempt was made to extend the operation of the section to cases in which the infant never could, by any possibility, be entitled to the income. A parent bequeathed a legacy to each of his daughters if and when they should respectively attain twenty-one, or be married, and also set apart for the maintenance of every daughter who should be under age and unmarried a sum of £50, and directed his trustees to accumulate the surplus income as part of his residuary personal estate, which he bequeathed to his eldest son. The Court of Appeal, reversing the decision of Hall, V.C., held that the "income to which such infant may be entitled" must be income to which the infant will be entitled if he become entitled to the legacy; in fact, that although the infant need not be *indefeasibly* entitled to the income, he must at least be contingently entitled.

CHAMPERTY IN RELATION TO WINDING-UP PETITIONS.

(*In re Paris Skating Rink Company, C. A.*, 25 W. R. 701, L. R. 5 Ch. D. 959.)

In this case a creditor's petition for winding up was dismissed by the Court of Appeal on the ground that, after the presentation of the petition, the debt and claim of the petitioner had been assigned over to a new party. The facts appear from the report to have been that, shortly after presenting his petition, the original petitioner sold his debt for its full amount to a shareholder in the company, and also re-

ceived from him payment of all costs of the petition up to that time. The petition was afterwards amended by making the purchaser a co-petitioner, and an order was made thereon, from which appeals were brought by shareholders. At the hearing of the appeal the original petitioner disclaimed. The objection was taken that the party suing was a shareholder who had purchased the petitioning creditor's debt for the purpose of getting a winding-up order upon it; and the court, viewing the facts in that light, regarded the new petitioner's position as untenable. Lord Justice James seems to have acceded to the argument based upon public policy and the oppression supposed to result from trafficking in law suits; whilst Lord Justice Bramwell arrived at the same conclusion by considering that the assignor of the claim might be liable to an answer to which the assignee was not subject. We apprehend that the true law to be deduced from the case is that a petition founded on a debt purchased *pendente lite* for the very purpose of acquiring the right to petition is not sustainable. The decision, amounts, in short, to a simple adoption in the case of winding-up petitions of the principle of *Harrington v Long* (2 My. & K. 590), which was cited in the argument. That was a case in which the debt of the plaintiff in a creditor's administration suit was sold after decree, and the assignee joined as plaintiff, giving the assignor an indemnity against costs. Sir John Leach, M.R., said that maintenance was the handing over the benefit of a suit to a stranger on condition that he prosecutes it, but not the mere assignment of the subject of a suit. Observing, however, that the defence alleged that the plaintiff's assignment was obtained solely for the purpose of enabling him to prosecute the suit; and finding in the indemnity for costs a fact to prove that allegation, he concluded that the case before him was clearly one of maintenance, and dismissed the bill. Similarly, the purpose rendering the assignment *pendente lite* unlawful was proved in the recent case by the price paid for his bargain by the assignee, namely, the full value of the debt (which was of large amount), plus the costs of the petition.

The *Central Law Journal* states that, in a recent case, Judge Boyle, of the St. Louis Circuit Court, has emphatically re-asserted the salutary doctrine of the fiduciary responsibility of the promoters or organizers of private corporations towards the corporation and their associates which was recently clearly set forth by the English Court of Appeal in the case of the *New Sombbrero Phosphate Company v. Erlanger* (25 W. R. 436). The case, that of *The St. Louis and Utah Silver Mining Company v. Jackson et al.*, presented the following state of facts:—The defendants procured the organization of the plaintiff company in 1873 for the purpose of purchasing and operating certain silver mines in Utah, which defendants represented were developed and of great value, and could be purchased for the sum of 30,000dols. in cash. The company was organized under the representations of defendants, and the 30,000dols. was paid, as their associates supposed, to the original vendors in Utah. The mines proved valueless, and it was discovered, about two years after, that under an agreement with the vendors, not disclosed to the company, only 10,000dols. was paid them, 20,000dols. being divided among the enterprising promoters. On discovering these facts, the company filed a bill in equity to rescind the whole transaction, and to recover what it had paid. After full hearing the court held, in an elaborate opinion delivered on the 1st inst., that the relation of the defendants to the company was such as to compel a full disclosure and consent of their associates before any personal profit could be realized in the transaction of business with the company, and that the concealment of their arrangement with the vendors was a fraud, which reached the basis of the contract and vitiated the whole transaction. The court decreed a rescission of the contract with defendants, and the refunding of all sums expended for and on the property before discovery of the fraud, amounting, with interest, to 44,181dols.

Reviews.

PROCEEDINGS IN AN ACTION.

THE PROCEEDINGS IN AN ACTION IN THE QUEEN'S BENCH, COMMON PLEAS, AND EXCHEQUER DIVISIONS OF THE HIGH COURT OF JUSTICE. By SAMUEL PRENTICE, Esq., Q.C. Stevens & Sons.

"In this work," says Mr. Prentice in his preface, "which has been written principally for the use of students, but which, it is hoped, will also be found serviceable to practitioners, is given a view or outline of an action." We need hardly point out the difficulty of the task Mr. Prentice has thus undertaken; the result is, that the student is perplexed with long extracts *in extenso* from sections and rules, and with trivial decisions, where he ought to have been provided with easy abstracts and leading cases only, and the practitioner is bored with quotations from Ulpian and Grotius, and notices of the "rebutter and surrebutter, beyond which pleadings seldom went."

Subject to this objection to the plan of his book, Mr. Prentice has produced in eleven "parts" and twenty-nine "chapters" a readable account of the Judicature Acts and Rules, containing the decisions up to date, and—what is more important—supplementing in many cases the deficiencies of the Acts and rules by the unreplicated portions of the old practice. The action for the recovery of land, for instance, is very satisfactorily handled.

We are surprised to read that, notwithstanding the decision of the Court of Appeal in *Garnett v. Bradley* (35 W. R. 653), "it is very doubtful what is the meaning of that part" of ord. 55, which provides that the costs shall abide the event when there is no order to the contrary. We suppose that Mr. Prentice disapproves of that decision; he does not say so expressly, however, and though he very properly—for the benefit of the practitioner—sets out all the statutes bearing on the point, we cannot congratulate him on any very clear exposition of the existing law.

The practice on appeals to the House of Lords is not forgotten, and the whole body of forms scheduled to the rules of the Supreme Court is printed in the appendix.

•• We are compelled by pressure upon our space to leave over several reviews.

On Monday last, at Clerkenwell Police-court, William Lambourne, a child whose age was stated on the charge-sheet as eleven, but who, says the *Times* reporter, scarcely was seen above the solicitors' table, was charged by the superintendent of the St. Pancras Churchyard with pulling a house-leek out of a flower bed there. The churchyard has been recently converted into an ornamental garden. It was said that there were many complaints of flower pulling. The mother of the child said he was only ten years old. The child certainly did not appear to understand the charge. The value of the house-leek was put at 4d. Mr. Barstow sentenced the child to twenty-one days' hard labour in the House of Correction!

A large meeting of the inhabitants of Mallow was held on Saturday to sympathize with the Irish Master of the Rolls in the heavy affliction that has recently occurred to him. Sir Denham Norreys occupied the chair. Archdeacon O'Regan proposed the following resolution:—"Resolved—That the relations which have subsisted between the Right Hon. the Master of the Rolls and the inhabitants of Mallow, not only justify, but demand, the expression of deep sympathy in the heavy affliction he has sustained by the premature death of his lamented son, Mr. Robert Sullivan." It was seconded by the Rev. Mr. Baird, and passed unanimously. Sir D. Norreys, in replying to a vote of thanks, said he feared his failing health would prevent his taking part in public meetings, and it was only his deep sympathy with Mr. Sullivan that brought him there that day.

General Correspondence.

THE MARRIED WOMEN'S PROPERTY ACT, 1870.

[To the Editor of the Solicitors' Journal.]

Sir,—The 3rd section of the Married Women's Property Act, 1870, authorizes a married woman to apply to the Bank that any sum of the public stocks she is about to acquire may be made to stand in her name in the Bank books.

In *Howard v. The Bank of England* (23 W. R. 303, 19 L. R. Eq. 295), the Master of the Rolls, in observing upon the position of married women who had quarrelled with their husbands, or had been deserted by them, stated that the Legislature had provided a remedy by the 3rd section, which required the Bank to provide a form for the purpose of enabling the woman to make an investment in her own name; and after quoting the language of the section added, "So there can be no doubt she is entitled under that section to require the Bank to transfer into her name separately." Mr. Griffith in his notes on the Act observes, "that it is understood that the Bank will not refuse to register, though the consent of the husband has not been obtained."

On applying recently for the transfer into the name of a married woman of a sum of Reduced three per cents. purchased by the lady out of her separate property, the Bank refused to register the transfer without an application and statutory declaration of both husband and wife; the transfer in this instance was effected at the cost of some little trouble, and the payment of fees on the declaration and application.

It follows from this rule of the Bank that, though it is declared by the 1st section of the Act that the money or property acquired by the married woman through the exercise of any literary, artistic, or scientific skill, and all investments of such money or property, shall be deemed and taken to be property held to her separate use, she is precluded from selecting the Government stocks as investments unless she can obtain her husband's concurrence.

The Bank interpolate in section 3 words importing that the concurrence of the husband is essential, and considerably curtail the benefit of the Act if the safest and most simple form of investment be desired to be made.

The reason given to me at the Bank was that the authorities had no means of knowing without the concurrence of the husband that the investment was being properly made with regard to the husband's rights; this seems again a refusal to notice the proviso to the 3rd section which gives a summary remedy to a husband to protect himself against unauthorized investments by his wife of his money.

A. R.

THE SETTLED ESTATES ACT, 1877.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be obliged if any of your readers can refer me to any case as to whether the power given by section 32 of the Settled Estates Act, 1856 (repealed and re-enacted by section 46 of the above Act), to a tenant for life to grant a lease for twenty-one years without any application to the court, can be exercised by a tenant for life under a will executed before the Act of 1856 came in force by a testator who died subsequently to that event.

Section 57 of the Settled Estates Act, 1877, enacting that "the provisions in this Act contained respecting demises to be made without application to the court shall extend only to settlements made after the 1st day of November, 1856," leaves the law in the same vague form as section 44 of the repealed Act did.

If the Legislature intended that section 46 of the pre-

sent Act should apply only to wills executed or revived since the 1st of November, 1856, it seems a pity they did not use more definite language, particularly as they have done so in another Act of this session, cap. 33, in which it has been enacted that "Every contingent remainder created by an instrument executed after the passing of this Act, or by any will or codicil revived or re-published by any will or codicil executed after that date," &c., &c. The latter Act leaves no doubt as to whether a will is to speak from its date or the death of the testator.

Even in the last-mentioned statute, however, the word "re-published" appears antagonistic to section 13 of the Wills Act.

Oct. 24.

G. M.

STATUTORY DECLARATIONS.

[To the Editor of the Solicitors' Journal.]

Sir,—Your correspondent "X," in his note printed on p. 856 of your last volume, expresses an opinion that country commissioners need entertain no scruple as to charging the old fee of 2s. 6d. on taking a statutory declaration, and he refers to section 19 of the Act 5 & 6 Will. 4, c. 62, in support of his opinion.

The section referred to provides that "all and every such fees or fee as would have been due and payable on the taking or making of any legal oath, solemn affirmation or affidavit shall be in like manner due and payable upon making and subscribing such declaration."

The words "such declaration" appear to refer to declarations made under the 18th section, which provides "that it shall and may be lawful for any justice of the peace, notary public, or other officer now by law authorized to administer an oath to take and receive" declarations made in the form annexed to the Act, and "if any such declaration is false or untrue in any material particular the person willfully making such false declaration shall be deemed guilty of a misdemeanour."

If country commissioners may still charge 2s. 6d. on taking a statutory declaration they can do so only on the assumption that the Act is to be construed by reference to the law as it stood in 1835, unaltered down to the passing of the Judicature Acts, and that those Acts have not made any change of the law in respect to statutory declarations made in "extra-judicial" matters. Your correspondent evidently agrees with the opinion expressed by you on p. 930 of vol. 19, so far as it affects the right to charge 2s. 6d., but he would seem to differ from your opinion, and agree with Mr. Braithwaite in his book on Oaths, as to the persons authorized to take declarations.

I venture to think this method of construing the two sections of the Act will not hold good. If they are to be read as controlled by the law in force in 1835 in respect to the fee chargeable, I imagine they should also be read in like manner as to the persons authorized to take declarations. The persons authorized by the Act to take declarations were, besides justices of the peace and notaries, "masters extraordinary in chancery," clerks to the judges who held commissions, and the official, or officials, who were located in the old "Chancery Affidavit Office" in Southampton-buildings. Clerks to the judges still have commissions. The officials in Southampton-buildings have long since disappeared. But though masters extraordinary have also disappeared so far as their designation is concerned, yet they were continued and increased under another name. By the Act 15 & 16 Vict. c. 78, s. 1, it is provided that "the persons now styled 'masters extraordinary in chancery' shall cease to be so styled, and they and all persons hereafter appointed by the Lord Chancellor to execute like duties in England shall be designated 'commissioners to administer oaths in chancery in England,' and shall possess and exercise all such powers and discharge all such duties as now appertain to the office of

master extraordinary in chancery." By section 2 of the same Act, power was given to the Lord Chancellor to appoint officers, to be called "London commissioners to administer oaths in chancery," who should "administer oaths and take declarations, affirmations, and attestations of honour in chancery," and who should "possess all such other powers and discharge all such other duties as aforesaid."

From these extracts it appears clear that the country commissioners to administer oaths in chancery were, in fact, the old masters extraordinary; and the London commissioners possessed all the powers of the old masters extraordinary, as the words "such other powers" and "such other duties" sufficiently indicate. The London commissioners, then, having these powers, were justified in taking declarations in extra-judicial matters.

But are commissioners of the Supreme Court of Judicature authorized to take declarations in extra-judicial matters? Your correspondent "X," appears to think so, for he says that a commissioner of the Supreme Court takes declarations, not as such commissioner, but as "an officer by law authorized to administer an oath." In making his quotation from the Act, he omits the word "now" in relation to the officers authorized to administer oaths, while in relation to the fees he tacitly retains it. That is to say, his argument appears to be that inasmuch as the fee chargeable in 1835 by a master extraordinary was 2s. 6d., so it may be still charged, because the Judicature Acts have not altered it; while, as to the officer or person authorized to take declarations, a commissioner to administer oaths in the Supreme Court (who had no existence in 1835) may take declarations because he is now, in 1877, although in fact he was not in 1835, "an officer to administer oaths," notwithstanding that the Judicature Acts do not give him any authority to take declarations.

The test of a valid declaration is, as I suppose, the ability to convict a false declarant of a misdemeanour under the 18th section. Now, suppose a case: A. makes two declarations before two commissioners, B. and C. B. is an old commissioner acting under a commission issued by virtue of the 15 & 16 Vict. c. 78, but C. is a commissioner of the Supreme Court, acting under a commission granted under the Judicature Acts. The two declarations are false, and the aggrieved parties determine to prosecute. Will both succeed in obtaining a conviction? I presume there is no doubt that A. will be convicted of a misdemeanour in making the false declaration before B., because B.'s authority is derived from the Act of 15 & 16 Vict., and, whether he was a London or a country commissioner, he had the powers of the old masters extraordinary. But would the prosecutor on the second declaration be so successful? C.'s authority is derived from the Judicature Act of 1873, and, as was pointed out by your correspondent "Milo" in vol. 19, p. 930, there is nothing in that Act which gives to commissioners appointed under that Act any authority to take declarations in extra-judicial matters.

It is not customary to prosecute a person who makes a false statement to a solicitor who is getting up a case, but, if the false statement is made on oath, it is designated perjury, and is punishable, but even then the false statement is not perjury unless the oath be administered by a competent authority in that behalf. Can it be said that a commissioner in the Supreme Court is a competent authority in relation to statutory declarations so as to render such declarations valid? The question is very important for conveyancers in general, and for the Bank of England and companies who take statutory declarations.

A similar question arises as to affidavits in bankruptcy. This branch of the law is excepted from the operation of the Judicature Acts. May commissioners appointed under those Acts administer oaths in an excepted jurisdiction?

Would it not be well that a short Act should be passed, defining the duties of commissioners of the court, and giving them jurisdiction in relation to all affidavits and statutory declarations, making the Act retrospective, and so set the question at rest?

A MANAGING CLERK.

Queries.

1. NOTICE TO QUIT.—A. takes from B. dwelling-house and premises from the 25th day of December, 1875, at an annual rental of £40, rent payable quarterly. B. gives A. notice to quit the said dwelling-house and premises on the 24th of December, 1877. The following is a copy of the notice:—

"I hereby give you notice to quit and deliver up possession of the house and premises which you now hold of me, situate in the S—road, on or before the 24th day of December, 1877, or pay to me the sum of £48 per annum, payable quarterly, also paying the water rate from same date.

"Dated this 18th day of June, 1877.

"Signed by B., Landlord."

Is the date in the notice to quit material? If so, can any of your readers refer me to a case in support of it?

AN ARTICLED CLERK.

2. SCHOOL FOR SOLICITORS' SONS.—Can any of your readers inform me if there is any good school where the sons of solicitors are educated fit for the legal profession, and where any privileges are granted to them. Or can any good school in the country be recommended, where the education and board are good, and the fees moderate enough to suit the means of a solicitor of many years' standing, with a large family, but not a large income?

AN OLD SUBSCRIBER.

3. COUNTY COURT COSTS.—It is well known to all your readers that the costs allowed where the demand is above £20 are disproportionately larger than where the demand is under £20; therefore if a solicitor be instructed to sue for the sum of £22 10s., and the plaintiff only recovers £18 5s., and the solicitor receives the costs from the defendant on the lower scale, can he charge the plaintiff costs on the higher scale, not having explained to him anything about the costs, nor obtained from him any agreement in writing as to payment of same? I shall be glad of the opinion of any of your readers on this point, or a reference to any decided case on the subject.

Birmingham.

ONE IN DOUBT.

4. MORTGAGE OF BURIAL RATE OR DISTRICT RATE.—I should be obliged if any of your readers can direct me to the authority under which it is considered that a local board, constituted a burial board by Order in Council under the Burial Act, 1857, is empowered to mortgage the burial rate or the district rate. The Burial Act, 1857 (section 5), invests with the powers of the previous Burial Acts local boards constituted burial boards by Order in Council, and the Burial Act, 1860 (section 1), empowers them to pay, out of the general district rates, money required for defraying the expense of executing the powers of the Burial Acts, or for repaying money borrowed under those Acts; but the only power of borrowing seems to be that conferred by the Burial Act, 1852, which authorizes a charge upon the poor rates. The Burial Act, 1862, expressly supplies the power of mortgaging the burial rate, or improvement rate, in the case of improvement commissioners (acting as burial boards), but I have not been able to find a corresponding provision in favour of local boards.

Manchester.

W. W. K.

The list of divorce cases for trial during the ensuing sittings shows a total of 309 causes, as against 174 in the list for last Trinity Sittings. Of these, thirty-five are suits for judicial separation, seven for nullity of marriage, and six for restitution of conjugal right; the remainder being for divorces.

Cases of the Week.

PLEADING—JOINDER OF CAUSES OF ACTION—ALTERNATIVE RELIEF—ORDER FOR TRIAL OF ONE QUESTION OF FACT BEFORE ANOTHER.—ORD. 17, R. 1, 8, 9; ORD. 27, R. 1; ORD. 36, R. 6.—In a case of *Bagot v. Easton*, heard by the Court of Appeal yesterday, a question arose as to the right of a plaintiff to ask for alternative relief. The plaintiff, by his statement of claim, alleged that he had been induced, by the misrepresentation of the defendant, to enter into an agreement for a partnership with him, and also that the defendant had, since the date of the agreement, refused to continue the enterprise according to the terms of the agreement. And the plaintiff claimed to have the agreement delivered up to be cancelled, repayment of what he had paid to the defendant under the agreement, and damages; or, in the alternative, to have the partnership dissolved, and the partnership accounts taken, and the assets thereof realized and distributed, under the direction of the court. The defendant moved under ord. 27, r. 1, for an order confining the action to one or other of the two causes of action, and it was urged on his behalf that the statement of claim was inconsistent and embarrassing, and that he was entitled to know which case he would have to meet, for that otherwise he must be prepared at the hearing with the evidence necessary to meet both the alternatives, and thus would be involved in unnecessary expense. Bacon, V.C., acceded to the defendant's application, and ordered the plaintiff to strike out one or other of the causes of action in respect of which he sought relief. The Court of Appeal (Lord Cairns, C. and James, Baggallay, and Thesiger, L.J.J.) reversed this decision. They said that, even under the old system of pleading in the Court of Chancery, the statement of claim would have been unobjectionable, and *a fortiori* it was so under the new system. They could not see that any hardship or inconvenience could be caused to the defendant, but, if there could be, then the court could, under r. 6 of ord. 36, order that the one question of fact should be tried before the other, and this would fully meet the suggested difficulty.

New Orders, Etc.

TRADE MARKS.

DECLARATION between Great Britain and the United States for the Protection of Trade Marks.

The Government of her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and the Government of the United States of America, with a view to the reciprocal protection of the marks of manufacture and trade in the two countries, have agreed as follows:—

The subjects or citizens of each of the contracting parties shall have, in the dominions and possessions of the other, the same rights as belong to native subjects or citizens, or as are now granted or may hereafter be granted to the subjects and citizens of the most favoured nation, in everything relating to property in trade marks and trade labels.

It is understood that any person who desires to obtain the aforesaid protection must fulfil the formalities required by the laws of the respective countries.

In witness whereof the undersigned have signed the present declaration, and have fixed thereto the seal of their arms.

Dated at London, the twenty-fourth day of October, 1877.

(L.S.) DERRY.
(L.S.) EDWARDS PIERREFONT.

"Mr. Thom, whose name was well known in connection with a previous publication, is about to bring out another, entitled 'The County and Borough Magistrates List and Official Register,' which will comprise all Justices of the Peace for every County and Borough in England and Wales, with their Professional and Business Avocations, and the Appointments and Offices they hold in each different county or borough; also all the County and Borough Officials (Legal and Civil), and a complete Parliamentary Directory—about twenty thousand names in all. The publishers are to be Messrs. Butterworth, of London, her Majesty's Law Publishers."—*The Athenaeum*.

THE LORD CHIEF BARON ON THE RIDSDALE JUDGMENT.

THE following correspondence has been published:—

"8, Connaught-place, W., Oct. 25, 1877.

"My Lord,—My attention has been called to a paragraph in a newspaper, in which I am represented to have said, in reference to the judgment of the Privy Council in the *Ridsdale case*, that the judgment was an 'iniquitous one; that it was not a judgment based on law, but upon policy.'

"I hasten to transmit to your lordship a copy of the letter which I immediately addressed to the author of the paragraph, correcting the statement in question; and I now beg to add emphatically and sincerely that if I had or have in an unguarded moment and in a private conversation let fall a single expression inconsistent with the high respect which I entertain for the eminent and distinguished judges who pronounced that judgment, two of them, of whom your lordship is one, such as had attained the highest temporal office in the State, and most of them for half my lifetime, my own personal friends, I deeply regret it, and would hope that this acknowledgment of the error which I should or may have committed will be accepted in the spirit in which I now offer it to your lordship. It is so impossible to remember at the distance of some months the exact words which one may have uttered at a dinner-table or in a carriage-drive that I am loth to make this my contradiction as precise as I believe the truth would warrant, but I hope it will charitably be sufficient.

"I owe it to myself, however, in submitting to your lordship the within copy of my letter to Mr. Ellis, to express my earnest hope that the denial of the right and the rejection of the request of a member of the Privy Council that his dissent from a judgment about to be pronounced should be publicly stated when the judgment is delivered will at some convenient time be re-considered, as involving a practice opposed to many precedents of high authority in the Privy Council itself, and to the immemorial usage of every court and every tribunal in which justice is administered within her Majesty's dominions, not excepting the High Court of Parliament itself.

"I propose to lay copies of this letter and of my letter to Mr. Ellis before the Archbishop of Canterbury and the bishops who attended as assessors, and Lord Selborne and the other members of the court who were present at the hearing of the case, and, unless your lordship should object, or desire any other course to be taken, I would likewise send copies to the newspapers.

"I have the honour to be, my lord, your lordship's faithful servant,
"FITZROY KELLY."

Then follows the letter to which Sir Fitzroy Kelly refers as having been written by him to the Rev. P. C. Ellis, in which he says:—"I had, and have, one strong and decisive reason for desiring that my dissent from the judgment in the *Ridsdale case* should be publicly known, and it is this:—

"In July, 1866, a body of gentlemen called the 'English Church Union' submitted a case to myself and, I believe, eight other counsel, all then at the bar, upon the precise question of the legality of the vestments under the rubric in the Prayer-book, which arose in the *Ridsdale case*, and we all, without doubt or hesitation, declared it to be our decided opinion that the wearing of the vestments was authorized by the rubric in the Prayer-book. . . . This opinion was printed and published, and extensively circulated throughout England, and not by any of us, but by the Church Union; and I cannot doubt that it must have induced a great many clergymen of our Church to believe implicitly in the legality of the vestments, and it may be, in many cases, to assume and wear the vestments accordingly. And I do not hesitate to say that if, at any time before the judgment in the *Ridsdale case* was about to be delivered, I had changed my opinion or entertained the slightest doubt of its correctness upon this important question; still more, if I had thought that a single clergyman of the Church of England could have been convicted of a criminal offence for having acted upon that opinion, I should never have forgiven myself if I had not immediately taken measures to warn the clergy of the Church of England whom that opinion might have reached and actuated in their performance of Divine service in their respective churches, that the opinion was erroneous and even open to question, and that they must no longer believe it to be a

true and correct statement of the law. It is, therefore, to clear myself from the imputation of having misled I know not how many clergymen of the Church of England, and, perhaps, induced them to violate the law, that I have done my best to make it known that, until the judgment of the *Ridsdale case* was about to be pronounced, I, in common with the eminent judges who had concurred with me in the opinion in question, or such of them who survive (with a single exception), verily and conscientiously believed, and was justified in leading others to believe, that the wearing of these vestments was authorized and sanctioned by law."

The Lord Chancellor replies on Saturday to the Lord Chief Baron:—

"5, Cromwell-houses, S.W., Oct. 27.

"My dear Lord Chief Baron,—I received on my arrival in town to-day your letter of the 25th inst., inclosing a copy of a letter which you have written to the Rev. P. Constable Ellis as to a paragraph which appeared in the *Times* of the 22nd, giving the particulars of a conversation you had with him respecting the opinion of the Judicial Committee in the *Ridsdale case*, on which the judgment of the Queen in Council in that case was based.

"I had read that paragraph with much regret, and I had hoped you would have been in a position to deny its accuracy. My regret did not, however, arise from any personal feelings as to the strictures on the decision which were made by you in your conversation with Mr. Ellis. All judicial opinions are open to public criticism, however sharp, although such criticism does not ordinarily come from a colleague. It is for the public to judge whether the criticism is well founded or is decorous.

"I could not, however, but feel that the course you had taken in communicating with Mr. Ellis, and in stating to him (to use his own words) 'that he was at liberty to make your opinion of it as public as he could,' was a serious departure from what has hitherto been considered to be the obligation of a Privy Councillor.

"The order 'to be observed in Assemblies of Council,' dated so long since as the 20th of February, 1627, provides that, 'when the business is carried according to the most voices, no publication is afterwards to be made by any man how the particular voices and opinions went.' This order has always been held to regulate the sittings of the Privy Council for judicial business, and when the Act of 1833, constituting the Judicial Committee, was passed, it enacted that 'Appeals, causes, and matters shall be heard by the Judicial Committee, and a report made to his Majesty in Council for his decision thereon as heretofore, in the same manner and form as has been heretofore the custom with respect to matters referred by his Majesty to the Privy Council.'

"It has been in the confidence of an adherence to this order and enactment that the members of the Judicial Committee have up to this time met together to tender their humble advice to the Sovereign, and it has never been held, so far as I am aware, that any individual member of the committee was at liberty, of his own authority, to state how 'the particular voice and opinion' of himself or of any other member 'went.'

"In the cases—I believe there are only two in number—in which mention has been made by the Judicial Committee in their judgment of the non-concurrence of a particular member, that mention was made with the consent of the whole committee, and possibly (though as to this I am not informed) with the permission of the Sovereign. It may be doubted whether, in strictness, even the consent of the whole committee would authorize a departure from the general rule; but in the *Ridsdale case* no such consent was given. Indeed, you yourself state that it was refused.

"As you propose to publish the other correspondence, you will probably think it right to add this letter.—Yours truly,
"CATHES."

"The Right Honourable the Lord Chief Baron."

Another letter from the Lord Chief Baron to the Lord Chancellor closes, at all events for the present, the correspondence. In it the Lord Chief Baron says:—

"My Lord, with respect to my having made public, after the judgment had been delivered and when the case was at an end, that I had dissented from that judgment, I can only say that I never, until I received your lordship's letter of this day's date, had any idea that a judge of the Privy Council was bound to keep secret his dissent from any judgment which had been pronounced, when the case

was over and before the public. Is it to be so in his own family, and to the end of his life, and whatever may be the nature of the case? I am aware of the order 'to be observed in Assemblies of Council,' made in the year 1627, upon which I must venture to observe that but for the view taken of that order by your lordship and others of the Council, I should have held, and without doubt, that it was in no wise binding or operative upon proceedings in ecclesiastical suits in the Privy Council since the passing of the Act creating the Judicial Committee. That order or ordinance was made at a time when the Star Chamber existed, and when members of the Privy Council were imprisoned under sentences of that tribunal for words uttered by them in the House of Commons, and I am not aware that it has ever been judicially held, or, indeed, treated as of any effect since the Judicial Committee was created by statute. If this ordinance be now in force, every publication of the dissent of one or more members of the Council, after a resolution of a majority, is a direct violation of it. The public declaration of dissent, therefore, of many prelates and judges, after the decision of the majority as to the advice to be given to the Sovereign, has been made in the very teeth of this ordinance, and conclusively shows that the judges, parties to these declarations of dissent, deemed the ordinance, if indeed they knew of its existence, to be invalid and of no effect. Surely, if it be lawful to declare in public by the voice of the senior member of the court, that certain other members dissent from the judgment just delivered, it cannot be unlawful for those members themselves afterwards to repeat in public what their chief has thus publicly stated."

Societies.

LAW ASSOCIATION.

At the usual monthly meeting of the directors held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday the 1st inst., the following being present, viz., Mr. Desborough (Chairman), and Messrs. Carpenter, Lovell, Parkin, Sawtell, Scadding, Sidney Smith, and Boddie (Secretary), a grant of £10 was made to the widow of a deceased non-member, one new member was elected, and the ordinary business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

This society held the first meeting of its forty-second annual session on Tuesday evening last, the 30th ult., at the Law Institution, Mr. S. Garrett, M.A., in the chair. The question appointed for the debate was: "Is the privilege claimed by the Court of Aldermen of the city of London of rejecting a candidate elected by the free choice of a ward, consistent with modern usages and ideas?" Mr. E. P. Roose opened the discussion, and maintained the negative view of the question, and was replied to by Mr. Neale. The debate was finally adjourned at a late hour to the first meeting of the society in December. Forty-nine members were present.

UNITED LAW STUDENTS' SOCIETY.

This society held its first legal moot at the Law Institution on the 29th inst., Mr. J. S. Rubinstein in the chair. Mr. Fenton opened the subject, viz.: "A. agrees to give B. £500 for a picture to be painted by him. Is this a contract within the 17th section of the Statute of Frauds?" Messrs. Saw, Jun., Ward, Joaquin, Archibald, and others having spoken, the question was answered in the affirmative.

On the 31st inst. the society met as usual at the Clement's Hall and discussed the following point:—"That circumstances make the man and not man the circumstances." Mr. S. Ward presided. Mr. Pitt Cobbett, B.A., supported the affirmative; Mr. Dowson led the opposition. The subject having been discussed, the motion was carried.

Appointments, Etc.

MR. WYNNE EDWIN BAXTER, solicitor, of 9, Lawrence Pountney Hill, and of Lewes, has been elected one of the High Constables for the Borough of Lewes for the ensuing year. Mr. Baxter was admitted a solicitor in 1867, and is a member of the common council for the ward of Walbrook. He is the author of a work on "The Law and Practice of the Supreme Court of Judicature," and he served last year as one of the under-sheriffs of London and Middlesex. Mr. Baxter has also been elected honorary solicitor to the Shipwrights' Company.

THE HON. GEORGE CHARLES BRODRICK, barrister, has been elected a Member of the School Board for London, for the Westminster Division. Mr. Brodrick is the second son of the late Viscount Middleton, and was born in 1831. He was educated at Harrow and at Balliol College, Oxford, where he graduated as a double first (in *Literæ Humaniores* and in law and modern history) in 1851. In the following year he obtained the Chancellor's Prize for an English Essay and the Arnold Essay Prize, and he was afterwards elected a Fellow of Merton College. In 1858 he graduated LL.B. (in honours) at the University of London, and in Trinity Term, 1859, he was called to the bar at Lincoln's Inn. Mr. Brodrick formerly practised on the Western Circuit, at the Somersetshire and Bath Sessions. He is the author (with the Hon. and Rev. William Framantle) of a Collection of Privy Council Ecclesiastical Judgments, and in 1868 he contested the Borough of Woodstock in the Liberal interest.

Lord Justice COTTON has received the honorary degree of D.C.L. from the University of Oxford.

MR. ARTHUR EVANS, solicitor, of Maldon, has been elected Town Clerk and Clerk to the Magistrates of that borough, in the place of his partner, the late Mr. George Edward Digby. Mr. Evans was admitted a solicitor in 1871, and is now in partnership with Mr. George Wyatt Digby, the father of the late town clerk. The appointment of Town Clerk includes the clerkship to the School Attendance Committee, the Urban Sanitary Authority, and the Port Sanitary Authority.

MR. FRANCIS HENRY KENDALL, solicitor (of the firm of Banks & Kendall), of Liverpool and Prescott, has been appointed a Perpetual Commissioner for the County Palatine of Lancashire, for taking the acknowledgments of deeds by married women.

MR. OCTAVIUS LEEFE, solicitor, of 60, Lincoln's-inn-fields, has been appointed a Commissioner to take Affidavits and examine Witnesses in the Supreme Court of Judicature of the colony of Fiji.

MR. HENRY PARRYET MAY, solicitor, of Macclesfield, has been elected Town Clerk of the Borough of Blackpool, in succession to Mr. William Mawdesley Charley, resigned. Mr. May is the second son of Mr. John May, solicitor, of Macclesfield, and was admitted a solicitor in 1872.

MR. CHARLES MANN, Q.C., of Abohar, has been appointed Attorney-General of the Colony of South Australia, in the new Administration. Mr. Mann is a member of the House of Assembly, and a Queen's Counsel for the colony.

MR. CHARLES HORACE REILY, barrister, of Calcutta, has been appointed Official Reporter to the High Court of Judicature of Bengal. Mr. Reily was called to the bar at the Middle Temple in Trinity Term, 1870.

MR. PATRICK RYAN, barrister, of Bombay, has been appointed to act as a Magistrate for the Bombay Presidency. Mr. Ryan was called to the bar at the Inner Temple in Trinity Term, 1873.

MR. FREDERICK JOHN SNELL, solicitor, of Dunmow, has been elected Clerk to the Feisted and Rayns United District School Board. Mr. Snell was admitted a solicitor in 1865, and is also clerk to the Dunmow Board of Guardians and Rural Sanitary Authority, superintendent registrar and clerk to the White Roothing, Lindsell, and Stebbing School Boards, and clerk to the Bardfield District and Dunmow District Highway Boards.

THE HON. ALFRED HENRY TESSIER, Q.C., has been appointed a Judge of the Court of Appeal in its session to the

Right Hon. Sir Richard Paul Amphlett, resigned. Mr. Thesiger is the fourth son of Lord Chelmsford, and was born in 1838. He was educated at Eton and at Christ Church, Oxford, and he was called to the bar at the Inner Temple in Trinity Term, 1862. He is a member of the South Eastern Circuit, and he was created a Queen's Counsel in 1873. The new Lord Justice is a bencher of the Inner Temple, and he was appointed Attorney-General to the Prince of Wales only a few weeks ago.

Obituary.

MR. JOSEPH HORTON DYER.

Mr. Joseph Horton Dyer, solicitor, of Bath, died very suddenly on the 22nd ult. Mr. Dyer was the second son of Mr. William Dyer, barrister, and was born in 1847. He was admitted a solicitor in 1869, and had since practised at Bath. He was a commissioner to administer oaths in the Supreme Court of Judicature, and, though a young man, had been successful in getting a very fair practice. He was a good speaker and a dexterous advocate, and was extensively engaged in the county courts and before the magistrates in Bath and its neighbourhood. Mr. Dyer died suddenly from syncope whilst on a visit to a friend.

MR. WILLIAM HENRY SHAW.

Mr. William Henry Shaw, solicitor, died at his residence, Hernwood, Capham-common, on the 19th ult. Mr. Shaw was admitted a solicitor in 1853, and practised for several years at Manchester, having also during the latter portion of that time a London office in Great George-street, Westminster. In 1866 Mr. Shaw was selected by the directors of the Great Eastern Railway Company for the post of law clerk and solicitor to the company, and since that time he had relinquished private practice. He devoted himself with great industry and zeal to the business of the company, and his professional skill and sound judgment were highly valued by its directors and officers. Mr. Shaw's health had for some time been failing, but he continued to attend to his official duties until a very short time before his death. He was buried on the 25th ult. at Norwood Cemetery, the funeral being attended by some of the directors of the Great Eastern Railway Company and a large number of private friends. He leaves a widow and a large family.

MR. CHRISTOPHER HUGHES.

Mr. Christopher Hughes, solicitor, died at his residence, 60, Waterloo, Northampton, on the 20th ult. Mr. Hughes was born in 1815, and was admitted a solicitor in 1837, and soon afterwards commenced to practise at Northampton. He carried on an extensive business, in which Mr. Thomas Douglas had for the last few years been associated with him. The deceased was a commissioner to administer oaths in the Supreme Court of Judicature. He was appointed clerk of the peace for the borough of Northampton and clerk to the borough grand sessions in 1859, and held that office until his death; he was for several years clerk to the Hardingstone Board of Guardians, and superintendent-registrar, and also one of the deputy-coroners for Northamptonshire. Mr. Hughes was buried on Friday, the 26th ult., at the Northampton General Cemetery.

"I once heard a capital rejoinder to 'The Ladies' by a Glasgow gentleman." After paying all the usual compliment, he said he would conclude in the language of one of our modern poets:

"They are here as a boon and a blessing to men,
The Pickwick, the Owl, and the Waverley Pen."
—London Scottish Journal."

For lawyers' offices and for engrossing, the following are strongly recommended:—The Waverley and the Nile Pen, also the OJ, OK, and OP Pens with Broad Points—6d. and 1s. per Box, sold by all Stationers. Specimen Boxes, containing all the kinds, by post 13 stamps.—Patentees: Macniven & Cameron, 23-33, Blair-street, Edinburgh.

Wreck Commissioner's Court.

(Before H. C. ROTHERY, Esq., Wreck Commissioner, and Assessors.)

Oct. 3, 4, 5, 6, 8, 9.—*The Forest and The Avalanche.**

This was an inquiry into the circumstances attending the collision between the two ships above named, whereby about 100 lives were lost, and both ships sunk.

H. R. Mansel Jones appeared for the Board of Trade.

Phillimore and F. W. Ruikes, for the owners and captain of *The Forest*.

J. P. Ingledeu (solicitor) for the owners of *The Avalanche*.

At the commencement of the proceedings

Phillimore asked the court whether the inquiry was into the loss of life as well as the collision, or whether it was confined to the collision. He suggested that under the notice of investigation the inquiry could go only into the collision. There had already been an investigation into the loss of life before the coroner.

The Commissioner said that the inquiry was into the collision, and also into the loss of life which was consequent on the collision. It was absolutely necessary that the facts attending the loss of life should undergo a second investigation from the very nature of the jurisdiction of the court of inquiry. He added also that he had jurisdiction to hold inquiries in cases where there was no loss of life.

Upon Pim rising to ask questions of the first witness,

Mansel Jones objected to his appearance upon the ground that he had neither filed an affidavit of interest under r. 8 nor obtained leave to appear under r. 9.

Phillimore also objected upon the ground that Pim had not stated that his client was Mrs. Shields' legal personal representative, and that Mrs. Shields' life was a valuable life to him.

The Commissioner said that rr. 8 and 9 were quite distinct. R. 8 applied to persons having a pecuniary interest, who under that rule would have a right to appear, and would, on appearance, become parties to the proceedings. R. 9 was intended to meet the case of persons having a kind of public interest, such, for instance, as Mr. Plimsoll, whom the court might allow to appear. It would not, however, be extended indefinitely. He could not allow Captain Pim to appear without an affidavit of interest, but he would, until Captain Pim obtained the affidavit, put any questions to witnesses which Captain Pim might wish to have put.

On the following day,

Pim produced an affidavit stating that Mrs. Shields' husband was in New Zealand, and that her brother was her nearest relation in England.

Subsequently there was some discussion as to the order in which counsel should be heard after all the evidence had been put in.

Ultimately, the Commissioner decided that Pim, being a "free lance," prepared to go against any or all the other parties, should address the court first.

Phillimore, for the master of *The Forest*, followed, and

M. Jones was heard last.

The Court found that the collision was caused by the fault of *The Avalanche*. It was also found that the master of *The Forest* was to blame in not handling his ship properly under the circumstances, and he was severely reprimanded.

County Courts.

WAKEFIELD.

(Before Mr. Sergeant TINDAL ATKINSON, Judge.)

Oct. 2.—*Ex parte Burns. Re Macradie and Evans.*
Preferential debt under section 32 of the Bankruptcy Act, 1869.

This was a motion under the 74th General Rule in Bankruptcy, by which any creditor dissatisfied with the decision of a trustee in respect of a proof may apply to the court to vary or reverse such decision. The applicant Burns, for several years previous to filing the petition in this matter,

* Reported by R. G. MARSDEN, Esq., Barrister-at-Law.

had been engaged by the bankrupt Whitham as a workman at his ironworks, and at the time of the engagement it was made part of the contract of service that seven days' notice should be given by either side wishing to determine the contract. Within a few days of the filing of the petition by Whitham a private meeting of his creditors was held, at which it was determined to close all active business, and dismiss at once the workmen employed, of whom Burns was one. The wages of the men were paid in full up to the day of dismissal—namely, on the 1st of March—but no notice was given, and no wages paid in lieu of the seven days' notice. The petition was filed on the 5th of March, and on the 3rd of July Burns sent in a claim to the trustee applying to prove for the sum of 30s. as a preferential debt under the 32nd section of the Bankruptcy Act, which provides that all wages, not exceeding two months', of any labourer or workman in the employment of a bankrupt at the date of the order of adjudication, shall be paid in full. The trustee rejected the claim on the ground that Burns was not entitled to notice from Whitham in order to determine the contract of service; and if notice was required, then that he was not in the employ of Whitham, either at the date of the trustee's appointment or at the date of the institution of the bankruptcy proceedings, and also that the claim should have been for damages, and not for wages.

Lodge (solicitor) argued for the plaintiff.
Gainsford Bruce for the trustee.

His Honour, after stating the facts of the case, as given above, said—With regard to the first two grounds of the rejection of the claim, I am of opinion that they are not tenable, Burns being entitled by the terms of the contract to seven days' notice, and his being dismissed by the creditors before the petition was filed must be taken to be Whitham's act, and constituted as between him and the discharged workmen a breach of contract entitling them to damages. With regard to the remaining and principal question in the case, namely, is the 30s. claimed for wages in lieu of notice a preferential debt within the terms of the 32nd section, or damages provable under the 31st section, I can see nothing in the facts which makes the claim any other than one for damages. The 32nd section in express terms gives a labourer or workman, for the first time, a claim to be paid in full for such wages as have, within two months, become due at the date of the order of adjudication. The term "wages" has a well-understood meaning, namely, a price in money to be given for work and labour when rendered. In cases of breach of contract, where no liquidated sum is named as damage, the proof of damage lies upon the plaintiff, and he can only recover for as much as he proves. In the case of a servant dismissed without notice when notice was required to be given, he would in an action have to show that he had used due diligence in seeking for other employment, and had failed in obtaining it, or had been obliged to work for less wages than those he had previously received, and would only be allowed to prove for the difference. The fact that whatever was received would be in the nature of damages for breach of contract, and could by no power of reasoning be said to be wages due for work done, seems to me to be conclusive of the present claim. The case of *Ex parte Dear, Re White*, 16 SOLICITORS' JOURNAL, 674, is an authority in support of this view, and I must therefore find that the trustee was justified in rejecting the claim made by Burns for the 30s., as a preferential debt, but think it ought to be altered and accepted as a claim for an ascertained amount of damage to be proved for under the 31st section of the Act. No order against the claimant for costs. Trustee's costs to come out of the estate. Costs of applicant to be allowed up to the 6th of August, out of the estate.

His Honour observed that he should not be at all sorry to have this decision reviewed upon appeal.

A long argument ensued on the question of costs, in the course of which the legal gentlemen engaged in the case informed his honour that they had no intention of carrying the case into a superior court.

Quarter Sessions.

WEST RIDING OF YORKSHIRE QUARTER SESSIONS.

Oct. 18.—*Barron, Appellant, and The Justices of the West Riding of Yorkshire, Respondents.*

This was an appeal against a justices' order made under the Public Health Act, 1875 (38 & 39 Vict. c. 55), for the re-connection of a sewer at Mexborough.

Shaw and Cadman appeared for the appellant.

Forbes and Barker, for the respondents.

Forbes and Shirley, for John Swallow, a party concerned.

The appellant laid out land for building, preparing streets, and putting down sewers leading to the river Don. Mr. Swallow became the owner of a plot on which cottages were built, and made a connection with the sewer. A few weeks ago the appellant demanded from Swallow a pecuniary acknowledgment, which the latter declined to pay, whereupon the appellant cut off the communication; and the cottages being without drainage, a serious nuisance was occasioned. The local board of Mexborough summoned the appellant and Swallow before the magistrates; and an order was made against both (under section 255 of the Public Health Act, 1875), for the abatement of the nuisance, and re-connection of the sewer. It was now contended on the part of the appellant that the sewer was private property (under section 13), over which the local board had no authority. To this it was answered that the board were charged with the abatement of nuisances dangerous to health, and that under sections 94, 95, and 96, the order was good. It was insisted, moreover, that the public were not to wait until private individuals settled their disputes by course of law.

The Court adopting that view, confirmed the order, with costs.

Legal News.

The *Times* understands that the following changes are proposed in the present system of registering letters:—From the 1st of January it is intended to reduce the registration fee from 4d. to 2d., and to indemnify the owner, provided, of course, all regulations have been complied with, to an extent not exceeding 40s., in case of the letter or the contents being lost during transmission by post. It is hoped that this will save postmen from the temptations to theft, too often offered at present by the despatch of unregistered letters containing articles of value. From the same date the commission on money orders for less than 10s. will be raised from 1d. to 2d., the present rate being attended with a very heavy loss to the Exchequer. For the convenience of persons residing in the rural districts, the walking postmen who collect letters will, for the first time, receive letters for registration and give a receipt.

Mr. Charles C. Ellis writes to the *Times*:—"Notwithstanding the notices that have from time to time appeared in the *Times* respecting the block of business at Judges' Chambers, things are daily growing worse there. On Friday, for instance, a clerk of ours went to attend a summons, and found that there was only one judge sitting, and he had 100 judgment summonses to dispose of, to say nothing of a large number of other summonses. Each of these 100 summonses, in all probability, would occupy a good deal more than five minutes of the judge's time, so that it may be imagined how much chance there would be of his being able to get through the work. Things have now come to such a pass that it is impossible to get an ordinary judge's summons disposed of in much less than a fortnight. The annoyance and waste of time to both suitors and solicitors are enormous, and the expenses most serious, owing to the number of futile attendances that have to be made at chambers."

The *Pall Mall Gazette*, writing on "the prerogative of mercy," states that in England and Wales between 1810 and 1818, 1,196 persons were convicted of capital larceny, and eighteen were hanged, that is, less than one in sixty-six. In fact, it was the recognized custom for the judges after the assizes, and for the Recorder of London periodi-

cally, to report the very large majority of the prisoners under sentence of death as proper candidates for pardons. But, although the granting of pardons was in some measure a matter of course, it was not lightly done. The late Lord Ellenborough, who advocated in 1863 a return to the mode of procedure which he recollected in force a quarter of a century before, gave a description of it to the House of Lords. "On such occasions," he said, "all the members of the Government, with the addition of the Lord Chief Justice of the King's Bench, were summoned to attend the Sovereign. The King was present at these meetings, and took part in the discussions which arose." And he added, of his own knowledge, "that George IV. regarded this duty as one of the most important which he had to discharge," as in fact it was. It was only at the accession of her Majesty that a new order of things was introduced, because "it was deemed expedient to render it no longer necessary for a youthful Queen to be present at the consideration of such questions." But Lord Ellenborough contended that there was no reason why, with the exception of the Sovereign's presidency, the old rule should not have been continued.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, Nov. 5	Mr. King	Mr. Holdship	Mr. Latham
Tuesday 6	Farrer	Teesdale	Leach
Wednesday 7	King	Holdship	Latham
Thursday 8	Farrer	Teesdale	Leach
Friday 9	King	Holdship	Latham
Saturday 10	Farrer	Teesdale	Leach

	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, Nov. 5	Mr. Pemberton	Mr. Merivale	Mr. Clowes
Tuesday 6	Ward	Milne	Koe
Wednesday 7	Pemberton	Merivale	Clowes
Thursday 8	Ward	Milne	Koe
Friday 9	Pemberton	Merivale	Clowes
Saturday 10	Ward	Milne	Koe

COURT OF APPEAL.

LIST OF APPEALS FOR MICHAELMAS SITTINGS, 1877. APPEALS FROM THE CHANCERY DIVISION.

Mackett v The Herne Bay Commissioners app of defts VCB—April 17
The Widnes Metal Co, limd, v Norwood and ors app of defts VCB—May 25 Shaw & anr v Norwood & ors app of defts VCB—May 25
The International Financial Society v The City of Moscow Gas Co The City of Moscow Gas Co v The International Financial Society app of the City of Moscow Gas Co VCB—May 29 (S O for security)
Butler v Butler app of plt Fry, J.—June 7
Smith v The London and Westminster Loan Discount Co, limd app of plt in person VCB—June 11
Meller v Farlow app of plt M R—June 11 (S O for security)
Wooler v Montaga app of deft Fredk A Milbank VCH—June 11
In re Nelly's Trust app of Wm Robertson & ors VCB—June 15
Boosey v Fairlie app of plts VCB—June 19
Gurney v Daughlish app of plts VCH—June 20
Clark v Girdwood app of deft VCM—July 7
Gaby v Irvine app of plt M R—July 12
The International Contract Co v McHenry app of deft VCM—July 17
Rylands v Horrocks app of defts Geo Kilvington & anr from V C of County Palatine of Lancaster (Manchester District)—July 18
Child v Child app of deft Wm Child from V C of County Palatine of Lancaster (Liverpool District)—July 30
The Birmingham Joint Stock Bank v Lea app of deft VCM—July 18
Macdonald v Irvine app of plt VCH—July 21
Newby v Sharpe app of deft Fry, J.—July 21
Condy v Mitchell app of plt VCB—July 24
Blackburn v Taylor app of deft M R—July 26

German v Chapman app of plt VCB—July 27
Byrd v Nunn app of deft Fry, J.—July 28
Allen v Bewsey app of deft Eliz M Bewsey VCH—July 31
Morrell v Cowan app of defts Fry, J.—Aug 1
MacAndrew v Barker app of plts M R—Aug 4
Beale v Gwynne app of deft VCM—Aug 7
Widgery v Pepper app of defts VCM—Aug 8
In re The European Society Arbitration Acts app of the British Nation Life Assurance Society and anr from the Arbitrator—Aug 9
Mortimore v Slater app of plt VCB—Aug 9
De Busche v Alt app of deft VCH—Aug 10
In re the Phosphate Sewage Co, limd app of the said Co VCH—Aug 13
Vale v Oppert app of deft Delbance VCB—Aug 14
Graham v Campbell app of deft Robert Campbell & anr VCM—Aug 15
Everett v Everett app of deft Fredk Everett VCM—Aug 17
In re The Stapleford Colliery Co, limd app of Messrs Dunn Bros VCB—Aug 17
Bonnewell v Jenkins app of defts Fry, J.—Aug 20
Ashbee v Appleby app of defts Fredk Appleby & anr VCM—Aug 28
Wilson v Hodgson app of defts VCM—Sept 4
In re The Pinto Silver Mining Co, limd, and Co's Acts app of liquidators VCH—Sept 14
Ridgway v The Hilton House and Rad Moss Colliery Co, limd app of defts VCH—Oct 16
Lees v Coulton Lees v Clutton app of plts from order on f e M R—Oct 16
Haskins v Giebler app of deft Lopes, J, sitting in vac for VCH—Oct 17
Lees v Coulton Lees v Clutton app of defts Hannah Lees & ors M R—Oct 23
In re The Manchester Corporation Water Works and Improvement Act 1875 and Landa Clausa Act, and In re John Hobson, deceased app of Richard Hankinson and ors from V C of County Palatine of Lancaster (Manchester District)—Oct 24
Hatfield v Minet app of Sir Charles and Lady Stanley & ors VCB—Oct 25
The Odessa Tramways Co, limd v Mendel app of deft Fry, J.—Oct 26
In re Cavendish, deceased Cavendish v Mundy app of plt M R—Oct 26
Homer v Homer app of plt Fry, J.—Oct 26

From Orders made on Interlocutory Motions in the Chancery Division.

In re Percy & Kelly, & Co, Iron Mining Co app of official liquidator (p. h'd) M R—July 21 (S O 2nd mot day)
In re The Wedgwood Coal and Iron Co, limd app of Alex B Anderson VCM—Aug 5, 1876 (restored, but not before Nov 7)
Bagot v Easton app of plt VCB—Aug 1
Paris v De Oleaga app of deft F de Oleaga VCH—Aug 2
Smith v Lester app of plts VCM—Aug 4
In re The Caerphilly Colliery Co, limd app of H E Ormerod VCB—Aug 7
Earl Beauchamp v Skinner app of plt M R—Aug 8
Gould v The Hallamshire Steel and Fils Co app of defts M R—Aug 9 (S O Nov 30)
Freke v Ld Carbery app of deft Ld Carbery M R—Aug 10
In re The Santa Clara Silver Lead Mining Co (Schubert's case) app of official liquidator VCB—Aug 11
In re The same Co (Brown's case) app of official liquidator VCB—Aug 11
In re The Air Gas Light Co, limd app of official liquidator VCH—Aug 16
In re The Englefield Colliery Co, limd app of E W Wingrove VCM—Aug 16
In re The same Co app of Thomas Campbell VCM—Aug 16
Burdan v The Birmingham Small Arms and Metal Co, limd app of defts VCH—Aug 22
Noble v Preston app of defts The Perkins Black Lead Mine, limd VCM—Aug 24
Faithfull v Ewen app of W B Brook in person M R—Aug 28
White v Boby app of plts VCH—Sept 11
In re The North Wales Narrow Gauge Rys Co and Ry Co's Act app of the Co Fry, J, sitting as vacation judge—Sept 18
Evans v Williams app of plt VCH—Oct 27

Original Motions.

Wilson v Hodgson app of deft from V C Malins application for security for costs
In re The Englefield Colliery Co limd app of J W Wingrove from V C Malins application of official liquidator for security for costs

In re The same Co app of Thomas Campbell from V C Malins application of official liquidator for security for costs

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

1877.

(Remanet.)

Carmichael (Trustees, &c) v Course order nisi for new trial granted April 18, returnable before Court of Appeal—April 18
Everahed v The London and North Western Ry Co app of defts from judgment of Justices Mellor and Field on special case—April 28

Ward v Hobbs app of defts from judgt of Justice Mellor & Lush—May 7

Broadhead v The Lancashire and Yorkshire Ry Co app of deft Co from judgt of L C Justice and Justices Lush and Manisty—May 8

Clark v Molyneux app of deft from judgt of L C Justice and Mr Justice Mellor—May 8

The Real and Personal Advance Co, limd v Beetham app of pils from judgt of L C Justice and Justices Mellor and Manisty—May 14

Lewis v Brass app of deft from judgt at trial before Mr Justice Hawkins—May 15 Lewis v Brass app of deft from new trial rule of Justices Mellor, Lush, and Field—June 4

Piffild v Rowland & anr app of defts from judgt of Justices Mellor & Field—May 18

Hooper & anr v Bourne & ors app of pils from Justices Mellor & Manisty—May 18

(New Appeals.)

Waynes Merthyr Steam Coal, &c, Works, limd, v Morewood & Co app of pils from judgt at trial before Mr Justice Lush—June 11

Easton & anr v The Blyth and Tyne Ry Co app of pils from order of court by Justices Mellor & Lush—June 16

Marsh v Gregory app of defts from order of court by Mr Justice Field—June 16

Barkley v Longridge app of defts from judgt at trial before Mr Justice Manisty—June 15

The Metropolitan Board of Works v The New River Co app of pils from order of court on spe by Justices Mellor & Lush—June 29

The Queen v The Principal, &c, of Hertford College, Oxford app of deft in error from Justices Mellor and Lush—July 30

Parry v Riddell app of pils from order of court by Justices Mellor and Field—Aug 7

Underwood v Finch & ors app of deft Yapp from judgt at trial before Sir J Stephen—Aug 8

Ockleston v Carewell & anr app of pils from judgt at trial before Lord Justice Bramwell—Aug 10

Levy v Deacon app of pils from judgt at trial before Mr Justice Denman—Aug 15

Lewis v The Great Western Ry Co app of pils from judgt at trial before Mr Justice Lopes—Oct 26

Taylor v Neville app of pils from judgt at trial before Mr Justice Manisty—Oct 26

FROM THE COMMON PLEAS DIVISION.

1877.

(Remanet.)

(S O) Mayor, &c, of London v London Joint Stock Bank app of deft from Lord Coleridge (26 Jan 1876 S O till issues of fact tried)

(S O) Kanitz v Scarborough & ors app of pils from judgt of Justices Brett & Grove on Feb 18, 1876—Feb 18 (S O till security for costs given)

Dickson & ors v Reuter's Telegraph Co, limd app of pils from judgt of Lord Coleridge and Mr Justice Denman on demr—April 17

Tebb v Lewis & anr app of pils from judgt of Justices Grove and Lindley—April 25

The Standard Discount Co v Otard de la Grange appl of deft from judgt of Lord Coleridge and Mr Justice Lindley—April 25

Lucas v Bramwell & anr app of deft Bramwell in person from judgt at trial before Mr Justice Lindley—April 30

Chaloner v Bolckow app of pils from judgt of Justices Denman and Lopes on special case—May 1

Chillingworth v Grimble appl of deft from new trial rule of Justices Denman and Lindley—May 2

Smith & ors v West app of pils from new trial rule of Justices Grove and Lindley—May 4

Smith v Widlake & ors app of pils from judgt at trial without a jury before L C Justice Cockburn—May 8

MacMillan v Betham & anr app of deft Betham from judgt after trial before Mr Justice Manisty—May 10

Birch v The Watton and Swaffham Ry Co app of pils from Justices Denman and Lopes on special case—May 12

The Union Bank of Lower Canada v Cole & ors app of deft from Justices Denman and Lopes on special case—May 14

Harrison v Law app of deft from Mr Justice Grove on demr—May 16

Grant & anr v The Banque Franco-Egyptienne & ors app of defts from new trial rule of Lord Coleridge and Justices Grove and Lindley—May 23

(New Appeals.)

Legg & anr v The Association of Land Financiers, limd app of defts from new trial rule of Justices Grove and Lopes—May 29

Roberts & anr v The General Steam Navigation Co app of defts from new trial rule of Justices Grove and Lopes—May 30

Armitage & ors v The Northumberland Steam Shipping Co, limd app of pils from new trial rule of Justices Grove and Lopes—May 31

Barnham v Francis & anr app of defts from new trial rule of Justices Grove and Lopes—June 2 (settled)

Schroder & ors v Mendl & ors app of defendants from new trial rule of Justices Grove and Lopes—June 9

Buchanan, Williams, & Co v Berner & Co (Liverpool Dist. Reg) app of defts from judgt after trial before Mr Baron Huddleston—June 16

Bayley & ors v Chadwick app of deft from new trial rule of Lord Coleridge and Mr Justice Denman—June 19

Seligman & ors, Trustees, &c v Huth & ors app of defts from order on special case by Justices Grove and Denman—June 22

Lord Lonsdale v Caine & anr app of pils from order on spe by Justices Denman and Lindley—June 25

The Union Bank of London v Lennanton app of deft from judgt at trial before Mr Baron Pollock—June 26

James & anr v Forster app of deft from judgt after trial before Mr Baron Pollock—June 27

Bergheim v The Great Eastern Ry Co app of pils from judgt at trial before Mr Justice Manisty—July 6

Collins v The City and County Bank, limd app of pils from judgt at trial before Mr Justice Lindley—July 6

Stone v The same Bank app of pils from order on spe by Mr Justice Lindley—July 6

Goodhew v Williams the youngr app of deft from judgt at trial before Mr Justice Manisty—July 11

Redrup & ors v King app of deft from judgt at trial before Mr Justice Denman (S O till security given)—July 20

Shepherd & ors v Kottgen & ors app of defts from rule absolute for new trial by Justices Grove and Lopes—July 27

FROM THE EXCHEQUER DIVISION.

For Judgment.

Norwood v The London and North-Western Ry Co app of defts from judgt of L C Baron and Baron Cleasby ca v June 4—present L C J of England, L J Bramwell, and L J Brett

Johnson v The Credit Lyonnais app of defts from judgt at trial before Mr Justice Denman Johnson v Blumenthal app of deft from judgt at trial before Mr Justice Field (ca v June 29—present L C J of England, L J Bramwell, and L J Brett)

For Hearing.

1877.

(Remanet.)

Hyde v Warden app of pils from L C Baron and Baron Cleasby (ca v Jan 16) to be re-heard at Lincoln's inn by order of June 30

New Appeals.

Bradley v Benjamin app of deft from Mr Justice Lush—May 30

Swainson & ors v North-Eastern Ry Co app of pils from Barons Pollock and Huddleston—June 12

Baker v Mayor, &c, of Portsmouth app of pils from Barons Pollock and Huddleston—June 19

Crowther & ors v Du Gillor app of pils from L C Baron and Baron Cleasby—June 19

Crowther & ors v Du Gillor app of pils from L C Baron and Baron Cleasby—June 19

H M Attorney-General v Lamplough app of deft from order dated 18th June, 1877, made on revenue side, discharging rule nisi to enter verdict for deft—June 25

Bowring & ors v Tudor & Sons app of defts from Mr Justice Manisty—June 29

Bagnall & Sons, limd v Brown & ors exors of Sterling, decd. app of pils from Barons Pollock and Hawkins—July 10

Marshall v Le Feuvre app of deft from Barons Cleasby and Huddleston—July 10

Mirabita v Imperial Ottoman Bank app of defts from Barons Cleasby and Huddleston—July 13

Leyman v Latimer & ors app of defts from Barons Cleasby and Pollock—July 13

Leyman v Latimer & ors app of defts from Barons Cleasby and Pollock—July 13

Saunders v Commercial Assurance Co app of defts from L C Baron and Barons Cleasby and Huddleston—July 23

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

For Judgment.

Sotto Mayor, otherwise De Barros v De Barros (Divorces) (Queen's Proctor intervening) app of petar from dismissal of Sir R J Phillimore (ca v July 20)

For Hearing.
1877.

- Gladstone v Gladstone (Divorce) app of resp from order of Full or Divisional Court, dated 20 January, 1877—Feb 16 (S O by order)
- Harris v Page, otherwise Harris (Divorce) In Camera app of pet Peter John Harris from dismissal of the president—May 5 (S O for security)
- Ship Cybele, her Cargo & Freight—1876—O—No 519 The Owners of the Ben Achie & ora v The Owners of the Cybele, her Cargo & Freight app of defts from Sir R J Phillimore July 16 (without Nautical Assessors)
- Ship Delta—No 5,885 The owners of the Erminia Foscolo v The Owners of The Delta app of defts from Sir R J Phillimore (with Nautical Assessors) July 18
- Ship Erminia Foscolo—No 5,961 The Owners of the Delta v The Owners of the Erminia Foscolo cross app of plts from Sir R J Phillimore (with Nautical Assessors) July 18
- Ship Kepler The Owners of the Mirfield v The Owners of the Kepler and Freight app of defts from Sir R J Phillimore (without Nautical Assessors) Aug 10
- Ship Peckforton Castle—1877—O 225 The Owners of the August v The Owners of the Peckforton Castle app of plts from Sir R J Phillimore (without Nautical Assessors) Aug 21

FROM THE LONDON COURT OF BANKRUPTCY.

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|--------------------|-------------------------------------|
| In re Lloyd | Ex parte Heritige pt hd |
| In re Bowdler | Ex parte Great Western Ry Co |
| In re Ray | Ex parte Welchman |
| In re Neave | Ex parte Moore |
| In re Davy | Ex parte Davy |
| In re Lavies | Ex parte Stephens & Co |
| In re Bedell | Ex parte Cronbie |
| In re Barber | Ex parte Clark |
| In re Swan & Co | Ex parte Vancamps & ora |
| In re Kitchin | Ex parte London Joint Stock Co |
| In re Simmons | Ex parte Kelley |
| In re Low | Ex parte Field |
| In re Low | Ex parte Field |
| In re Kitchin | Ex parte Glyn & Co |
| In re Thompson | Ex parte Williams |
| In re Sidney | Ex parte Sheen |
| In re Edmunds | Ex parte Edmunds |
| In re Austin | Ex parte Sheffield |
| In re Austin | Ex parte Sheffield |
| In re Andersen | Ex parte Bolland |
| In re Kitchin | Ex parte London Joint Stock Bank |
| In re Throckmorton | Ex parte Eyston & anr |
| In re Henderson | Ex parte Real & Personal Advance Co |
| In re Cross | Ex parte Mathison |
| In re Cross | Ex parte Mathison |
| In re Morgan | Ex parte Thomas & anr |
| In re Shiers | Ex parte Shiers |
| In re Lowe | Ex parte Lowe |
| In re McDavid | Ex parte McDavid |

N.B.—The above list contains Appeals set down to Saturday, October 27th, inclusive.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

LIST OF CAUSES FOR MICHAELMAS SITTINGS, 1877.

Before the MASTER OF THE ROLLS.

Causes (with Witnesses).

- | | |
|--|--|
| Dean v McDowell c | Chapman v The Carlton, &c |
| Dean v McDowell act | Freehold Land Society act |
| Williamson v Barbour c | & motn for judgt |
| Chapman v Green c | Lofte v Aga's act |
| Bower v The Foreign & Colonial Gas Co, lmd c re-transferred from Justice Fry | In re Woolstencroft deceased |
| Turner v Malcolm act | Woolstencroft v Bancroft act |
| The National Fund Assurance lmd v Forrester a | Hall v Heath act |
| In re Beakley, deceased Beakley v Ollard act | Waterhouse v Gillespie act |
| Elton v Moier act | Hagerman v Walker act |
| The Chalton Chalk & Co v Fuller questions of fact | Harrison v Wearing act |
| The Halifax Joint Stock Banking Co v Cooban act | Hart v D'Andria act (Manchester D R) |
| Punting v Foster act | Walker v Chadwick act |
| Hine v Campton act | Smallpiece v Timms act |
| The London Portland Cement Co, lmd v Northfleet Chalk Quarries Co, lmd act | Clark v Bell act |
| | Clapham v Burt act |
| | Stor v Coles act |
| | Peek v Trower act |
| | Watson v Watson act |
| | The Nitro-Phosphate & Odam's Chemical Manure Co, lmd v Scott act |

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| Attorney-General v The Talbot Colliery Co act | Krehl v Burrell act |
| Mann v Balguy act | In re Scott deed Rosoman v Scott act |
| Formby v Cotton act | Dickson v Patterson act |
| Wigglesworth v Hillman m f | Benjamin v Fearnley act |
| judgt with wits by order | Hallett v Hammond act |
| Richardson v Harton act | Von der Heyde v Pott-r act |
| Englehart v Wilson act | Porter v Lopes, Knight Lopes, Knight v Porter original act and Counter Claim |
| Hedley v Roberts act | Comer v Cropper act |
| In re Lambert deed Jefferson v Bell act | Emmerson v Moore act |
| Darling v Lawrence act | Viscount Portman v Newton act |
| Winn v Ball act | Maxwell v Ward act |
| Mirehouse v Mirehouse act | |
| In re Roberts deed Roberts v Clay act | |

Causes (without Witnesses).

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|---|--|
| England v Parker demr | Perkins v Moonjen m jud |
| Scates v Scates demr | Stronach v Burroughs act |
| Bahre v Murrieta f c (S O G) | Till v Barrow m jud |
| Woodin v Glass f c | Bayley v Kendrick act |
| Ward v Harding f c | In re Ferguson, deceased Ferguson v Ferguson sp c |
| In re Isaacs deed Marks v Simmons f c | Reid v Buxton Cement Co c |
| Towne v King f c | Holme v Guy act |
| Woodward v Hobley f c | Jensen v Sims act |
| Chick v Nicholls f c | Smith v Mesher act and m jud |
| Quilhampton v Going f c | Copland v Asphalte Wood Pavement Co act |
| Williams v Dunstan f c | Peto v Rugg act |
| In re Stockman, deed Memory v Stockman f c | Gibbs v Machin act |
| Curtis v Mackenzie f c | In re Coward, deceased Coward v Brooks m jud |
| Holmes v Holmes f c | Kuhr v Daughish act |
| In re Fitzgerald, deed Adolph v Dolman f c | In re Hamaton, deceased Cannon v Hamaton act |
| Jones v Griffith c | Williams v Cook act |
| St Bartholomew Hospital v Phillips m d | Holt v Maitland Maitland v Holt orig act and counter claim |
| White v Earl of Hardwicke act | Coyte v Pearse m jud (short) |
| Bradbury v Bentley act (not before Dec 4) | In re Kerley, deceased Kerley v Bishop act (short) |
| Bentley v Whalley act (not before Dec 4) | Winder v Cousin act |
| In re Davison, deceased Davison v Tinsdale act | In re Fowler, deceased Fowler v Fowler act |
| The Belvoir and Pier Hotel Co, Rhyl (lmd) v Wynne act | In re Greenman, deceased Greenman v Tanner sp c |
| Jobling v Ralston act (not before Nov 10) | |

Causes standing over.

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|---|--|
| Thomson v Bennett act and m jud wits (jury trial) | I son v Robson act wits (S O to amend) |
| Warner v Murdoch Murdoch v Warner cons act wits (special jury) | Unwin v Westinholm m jud (S O to amend) |
| Glamis v Smith act (jury trial) | Bragg v Pryor act wits (S O with liberty to apply) |
| Hartopp v De Morgan Act (jury trial) | Adams v Durrant act wits (S O pleadings imperfect) |
| In re Fothergill, deceased Fothergill v Fothergill act (evidence not complete) | Symington v Maria Symington v Maria acts (abated) |
| In re Goodridge, deceased Goodridge v Goodridge act and m jud (evidence not complete) | Cheffias v Hutt act (evidence not complete) |
| n re Robson, deceased Robson v Bennett act and m jud wits (jury trial) | Murray v Trollope act (evidence not complete) |
| | Colborne v Edwards act and m jud (S O to amend) |
| | Lewellyn v Tasker act (S O Jan 1) |

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes for trial.

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|---|--|
| De la Warr v Sackville dem | Moffatt v Farquhar act with wits |
| Dear v Moffat m judgt | Hargreaves v Lewis c wits |
| Baker v Silverster act with wits | Metzler v Wood & Co act wits |
| Spark v Lawrence c (rest'd) | Bonnewell v Association Land Financiers f c and sums to vary |
| Eyre v Mercer c with wits | Davis v Nathan act with wits |
| Moffat v St James's Bank, lmd Dear v Moffat cons acts with wits | Lancashire, &c, Railway Co v Higgins act |
| Edwards v Great Eastern Ry Co act wits | Parkinson v Ingleby act |
| Longdon v Bolton m d | Aston v Mytton act with wits |
| Back v Hay, Bart c with wits | Mytton v Aston act with wits |
| Freven v Hamilton c with wits | In re Grundy, Aston v Mytton act with wits |
| Reeve v Reeve c | Banco de Lima v Anglo-Peruvian Bank, lmd c |
| Parker v Reeve c with wits | |
| Naylor v Goodall act with wits | |
| Tusaud v Elliston act | |

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Wilson v Rodwall act with wits
Prouer v Smart c
In re Parker, deceased Parker v Storer act
Bodman v Harris c
Evans v Thomas c
Woolcock v Clegg c
Baimes v Marshall & Co act with wits
Smith v Pratt act
Rowbotham v Dunnett act with wits
Harley v Dilke m jud
In re Stunt Barlee v Stunt act
Dence v Mason act with wits
Coke v Chilcott act Bristol D R
Newton v L and N W Ry Co act with wits
Blake v Allfrey m d
Blake v Mayor, &c, Newport m d
Chaddock v Muller act with wits
Mathias v Wilts, &c, Canal act
Sheridan v Dicker act
Smith v Chadwick act
Sadler v Whalley act
In re Leach Leach v Leach act
Duke of Rutland v Tutin and Co act
Wymer v Dodds act
Hunter v Clark c
Jackson v North-Eastern Ry Co act Nov 5
Hamilton v Frewen f c
Buckhouse v Charlton act and m jud
Viscount Petersham v Birkbeck f c and sums to vary
Northamp on Cnal Co v Midland Wagon Co act
Hirst v Longwood Gas Co act
Lee Conservancy Board v Button act
Slagg v Collier act
Wells v London, Tilbury, and Southend Ry C, act
In re Ovey Ovey v Ovey act
Kenny v Hollings act
Colin v Von Wallhoffen c
Barker v Linsley act
Ames v Calogian act
Kettlewell v Kettlewell act
Dickins v Kennit act with wits
Johnson v Wanless act with wits
Jenny v Bell act with wits
In re Aston Hughes v Aston act Nottingham D R

Rose v Loftus act
Bowden v Russell act
Willis v Inglis f c
Pratt v Drewry f c
Harris v Harris m judgt (short)
Lloyd v Dimmack act
Silcox v Silcox m judgt (short)
In re Lightfoot Lightfoot v Macleay sp c
Foley v Vizard act with wits
In re Sugden Sugden v Sugden act & m judgt
In re Smaling Johnson v Smaling f c
Rudall v Nicols f c
Taunton v Morris f c
Wilson v Rhodes act with wits
Gibbert v Smith f c
Lord v Greenwood f c
In re Cooper Cooper v Cooper f c
In re Dunnell Kinsey v Webber f c
Bickerstaffe v Whitaker m judgt
Bentinck v Duke of Portland m judgt
In re Siderlin Standwick v Ponsford act
In re Fountain Stevens v Fountain f c & sums to vary
Saunders v Hooper Hooper v Hooper f c
Wesley v Walker act
Austin v Amburst act
Mattinson v Tickell act with wits
Hesley v Webster f c
Dale v Attorney Gen f c
Harouel v Prieon act
Austin v Austin act
Fleet v Hayden act
Sted v Bartlam f c
Nichols v Nicholas act
Clark v Price act
In re McCrae Mackrell v Fulton m jud (short)
Tull v Rooney act
Broomfield v Mathews act
Martin v Levett act
Elind v Clarke f cons
Adams v Coe act
In re Eaton Eaton v Eaton m jud
Smith v Smith act
Lloyd v Jones act
Mellor v Daintree f c
Jackson v Pocock f c
Illingworth v Upward f c
Thomas v Nettelford act
Garner v Moore f c
Dawson v Barclay act

Causes standing over.

Grassi v Penfold act (defective)
Ramsden v Lister c (abated)
Bunnett & Co v Bunnett c
Wright v Barlett c

Bugden v Cramp f c
Murray v Crichton f c
Dunning v Berridge c (S O)
Maretzek v Lucca c (S O)

Before the Vice-Chancellor Sir JAMES BACON.

Causes for trial.

Hope v Gibbs dem
Clark v Ballows m d
The Nant-y-Glo and Blaينا Iron Works Co, Ltd, v Carlton c wits
Original Hartlepool Collieries Co v Moon c wits
Moon v Original Hartlepool Collieries Co c wits
Roberts v Williams act, wits VCH
Chesterfield Colliers Co v Black act wits VCH
Rollo v McLaren act VCH
Longbourne v Fisher act & m judgt wits
In re Samuel, deceased Davis v Jacobs act wits MR

Smart v Prideaux act wits MR
Heather v Pardon act wits MR
Barns v Wilts, &c, Canal c VCM
Cooley v Belshaw c wits MR
Wright v Wright c wits MR
Whitehead v Sandford act wits VCM
Sutton v Huggins c wits MR
Evans v Ball act wits MR
Pyke v Cockle c wits MR
Swinburne v Hall c wits MR
Durling v Evans act wits MR
Howatson v Mason c wits
Naef v Davis c wits

Dickens v Royal Aquarium, &c, Co a wits
Mayer v Schacher act wits
Tobin v Harding act wits
Millar v Stretton act wits
Bradbury v Lamb c wits
West v White act wits
Blount v Mann act wits
Traister v Goodman c
In re Ackroyd, Ackroyd v Ackroyd act
Byron v Deacon c wits
Lowe v Lowe act wits
Nussey v Blackburn act
In re Ralford, Cartwright v Ralford act Dudley D R
Hope v International Financial Soc a
Harris v Harris act
O'Neil v Ronald a and mota judgt
Wright v Coleclough act wits
Broad v Stapleford act wits
Russell v Temperance, &c., Society c wits
Bowers v Lake act
Still v Cox act
The London, &c, Bank v Bogle act
Lister v Kilner act
Toynbee v Cadogan, &c, Estate (lind) act wits
Clark v Holyoake c
Nicoll v Jones act with wits
In re Skinner Skinner v Smith act
Chester v Glegg act with wits

Causes Standing Over.

Learoyds v Cashin act (S O G)
Fuentes-y-Horcas v Joseph act (S O G)
In re McClean v Brown Brown v McClean c (S O G)
Heester v Brandon c (S O G)
De Reuter v Gillespie act (S O)
Lane v Venables dem (S O G)
Croable v Parkes c (S O)
Berlin, &c, C, v Phosphate Sawage C, c (S O)
Harris v The West London Imperial Building Society act (S O)

March v Swinburne act and m jud
Herring v Swinburne act and m j
Herring v Blake act and m jud
Whitely v Pearce act with wits
Hamilton v Levien c with wits
Levien v Levien c with wits
Peter v Peter f c
In re Cox Cox v Davis f c
In re Leonard Theobald v King act
In re Radford Cartwright v Ralford act (Dudley D R)
In re Smith Tolw v Smith act with wits
Leviok v Rayner act
Perrott v Davies f c
Kaisa v Saxonman act wits
Brown v Green act
Basham v Hutchinson act
Davon & Somerset Ry v L & S W Ry C, f c
Knight v Knight act with wits
Perry v Williams act
Vane v Ripper act
White v White f c
Cusford v Brown sp c
Toms v Toms f c
Breslau v Wilson act
Saunders v Jones Jones v Saunders act with wits
In re Marson, deceased Lamb v Lamb f c (short)

Before the Vice-Chancellor Sir CHARLES HALL.

Causes for trial.

In re Ledger Ledger v Ledger dem of debt E Ledger
Same v Same dem of debt A Ledger
Republic of Peru v Ruzo m d
Macfarlane v Lister act
Surtees v Malet c wits
Grave v Ditchfield act
Manchester D R
Prothero v Fox act
Hunt v The City of London, &c, Co act (jury trial at debts' instance)
Taylor v Cranwell act
Dowdeswell v Dowdeswell c wits
Fryer v Fryer c wits
McRae v Collis act
Collis v McRae c
March v Blake m judgt
Gears v Baker c
Spotswood v Walden act
In re Hall Cadle v Gough act wits
In re Wintle Wintle v Wintle m jud
Jagger v Jagger act wits
In re Palmer Fry v Palmer act
Bridges v Bridges act wits
Barrett v King act
Boden v Jones act Manchester D R
In re Nicholson's Estate McCloaky v Brownbridge act wits

Waidborne v Ecclesiastical Commissioners for England act
Clark v Morris a and m f j wits
Fox v Foster act wits
Franklin v Furley act wits
Hart v Sharpe act wits
Shepherd v Beane act
Tanner v Sparks f c
Yeatman v Yeatman act
Fullick v Robertson act wits
Newbery v Newton act
Fullick v Fullick act with wits
Harris v Whitaker act with wits
Henderson v Henderson act
Overton v Clark act
Barlow v Wright act Hanley D R
Mills v Capel c with wits
Hattfield v Sidney act with wits
Newport v Newport act with wits
Milward v Glen act with wits
Holt v Hall act (jury trial)
Dadd v Amery act with wits
Ambrose v Aird act with wits
Daley v Dickinson act
Pascoe v Harper act with wits
Barrow v Miller act with wits
In re Andrew Andrew v Ward act
Radkin v Sotheran act

In re Hay Farrow v Wilson
act adj sums wits
Clunn v Ward sp c
Wendover v Woolven c with
wits
In re Harris Milward v Ross
act and m jud
Hall v Marlow f c
In re Roberts Elliott v Hughes
act
Parkinson v Shearman sp c
Robinson v Greenfield m d
In re Hughes Roberts v
Roberts m jud
Shepherd v Beane m jud
Leadbitter v Rigg act
Morgan v Morgan act
Lorden v Knox act
British Dynamite Co v Cape
Copper, & Co Nobels Ex-
plosive Co v Cape Copper,
& Co act, wits (jury trial
at debts' instance)
Huntley v Iles act with wits
Rivell v Leoni act
Poole v Saunders act with
wits
Chaurain v Robson m judgt
Lewis v Wildbore act
Hurst v Cooper act
Phillips v Piesse act with
wits
Bush v Cattlin m judgt
Pocock v Grand Junction Canal
act, wits
Royle v Johnson act with
wits
In re Williams Gough v
Williams act
Brown v Osborn act with wits
Bengall v Holden act (New-
castle D R)
Bowly v Edmonds act
Thorp v Webster act with
wits
March v Blake act
Ortiguea v Brown, Janson &
Co act, wits
In re Da Costa Da Costa v
Da Costa m judgt
Spencer v Hopkins & Co act
with wits
In re Berry Berry v Berry
act and m judgt
Francis v Alexander sp c
Gibson v Scarborough act with
wits
Sheffield v Winkworth act &
m judgt
Lee v Lee m judgt
Fisher v Hughes act
Attree v Hawe f c
Lee v Swanbourne act
Agnew v Workman act
Morrison v Swinburne m
judgt
Saner v Bilton act
Hike v Dickinson f c & sums
to vary
Gibbs v Somerset, & Co, Ry Co
act
Allen v Death f c
In re Saunders Atwell v Blind
School f c
Beaton v Beaton f c
In re Chennell Jones v Chen-
nell f c
Laverton v Nash f c
Fitzgerald v Collins f c
Blackstock v Blackstock Ash-
man v Blackstock f c
In re Smeed Smeed v Smeed
act
In re Denness Busley v Den-
ness f c and sums to vary
Rees v Wigram act
Housman v Housman f c
Luka v South Kensington
Hotel c
Norwood v Hall act with
wits
Gilbert v Price f c
In re Skidmore Slade v Skid-
more m jud
In re Richmond Trew v
Richmond f c
Bassett v Naden act & m judgt
wits
Robinson v Robinson act with
wits
Morris v Somerset, & Co, Ry Co
act wits
Godsall v Horne f c
Viener v Wolfgang act
Hare v Topham f c
Tildeley v Harper act
In re Bicknell Mensau v
Bicknell act
Child v Stanning act
In re Bague Parnell v Parnell
f c
Blundell v Liverpool, & Co, Land
Co act
Reynolds v Reynolds f c
Hughes v Maurice f c
Frianey v Martineau f c
Harris v Gamble act
Trippett v Spiegel act
English v Kelly act
Leigh v Ramwell act
Smith v Pope f c
In re Mogg Saunders v Long-
man f c
Drow v Thompson act trial
Haunnett v Burner f c
Mercer v Lawrence act with
wits
In re Pittman, deceased Tetley
v Rutter f c
Bell v Turner f c
In re Cockin, deceased Cun-
ingham v Cockin act with
wits
Smith v Passmore f c short
Sheffield v Eden m judgt
Malcolm v Smith act
Gardner v Cowles f c
Keene v Biscoe act
Senior v Hereford f c

Causes Standing Over.

Rowley v Edwards dem (S O
to amend)
Trowell v Sheriton dem (S O
to amend)
Marsh v Marsh act (abated)
In re Sweatman Sweatman v
Adams act
In re Greenhow Greenhow v
Armitage m judgt
Priestly v Kitchen f c
Williams v Roberts f c
Morgan v Birch c
Clark v Cookson c
Tucker v Swinburne c
Shiner v Burtenshaw f c an
pet
In re Greenhow Greenhow v
Armitage m judgt
Beswick v Baddeley m d
(wits before exmnr)
Baylis v Abens m d (wits
before exmnr)
Macfarlane v Lister act trial
North London, & Co, Skating
Rink v Burrows c
Titball v Gardiner c
Preston v Etherington c (S O)
Fielding v Charlton act
Foljambe v Works of Local
Board of Health m judgt
ph d
Eynon v Hellard act
Lound v Jones m judgt
Parsons v Harris act
Donlathorpe v Donlathorpe f c
White v Bromige act with
wits

Before Mr. Justice Fry.

Causes for Trial.

Saunders v Dunman act (S O)
Johnson v Dallas c (de-
fective)
Hunt v The Glamorgan Coal
Co, limd act trial (pt hd)
MR (S O for Engineer's
Report)
The General Insurance v
Kuhner VCH
Dance v Dabbs act with wits
VCM
Dawson v Dawson c VCH
Sieger v Findlater act VCM
Platt v Kershaw act VCH
Littin v Litton act VCH
The Briton Medical & General
Life Association v Jeffries c
wits MR
Attorney-General v Biphos-
phated Guano Co c VCM
Saner v Wellsted act VCH
Wellsted v Richards act
VCH
Sankey v Williams act wits
VCM
Hayne v Laurie Milbank Co
act wits VCH
Hart v Swaine act M R
Attorney-General v Gas Light
& Co a wits VCH
Lobley v Talbot act t VCH
Broadhead v Hutchinson a
wits VCH
The Oriental and American
Telegraph Co, limd, v Dodwel
c wits MR
Garling v Royds c VCH
Blagg v Marshall act, wits
M R
Cockshott v The London
General Cab Co act, wits
M R

Transferred from Vice-Chancellor MALINS, by Order of 27th
July, 1877.

Mozley v Currie act with
wits
Huntley v Sanderson act with
wits
Huntingdon v Thompson act
with wits
Duignan v Storer act
Brumby v Lumb c
Sworden v Jackson act with
wits
Herman v Doerks act with
wits
Cupper v Cochrane act with
wits
Giona, & Co v Dalgairns c
with wits
Pille v Baylis c with wits
Tabor v Brooks act
Eldridge v Burges act with
wits
In re Blakeway Simcox v
Blakeway act
James v Crow act with wits
Burt v Gen Auction, & Co
act
In re Allen Rylands v Allen
m jud
Berridge v Gunn c with wits
McKenzie v Hesketh act with
wits
In re Garland Garland v
Beverley act
Dallas v Bonnewall act wits
Gardner v Woodhouse act
with wits
In re Tyrie Toll v Tyrie act
Glover v Leigh act with wits
Wollaston v Wollaston act
Shaw v Ford c
Richards v Revitt act with
wits
Booker v May act
Dyer v Stamp act with wits
Sykes v Frith act
Hudson v Buck act with wits
Ashley v Taylor act with wits
Quick v Tresidder act with
wits
Fullwood v Fullwood act
Soragg v Toy act with wits
Phillips v Bolton act
Harris v Pollitt act
Robinson v Chadwick act
Edwards v West act
Webb v Webb act and m
judgt
Harris v Pollitt act trial
Kronheim v Johnson act with
wits
In re Rawstron Pickup v
Rawstron act
In re Tuite Dolman v Den-
son act with wits
Steuart v Gladstone c
Bell v Lawrence act wits
Horden v Longmead act
In re Williams Bull v Redwell
act
In re Hewitt Hewitt v Hewitt
act with wits
In re Pratt Miles v Price
act with wits
Lees v Patterson act
Stuart v Trewbella act
Mendip, & Co v Waldegrave
Lead, & Co act with wits

The above list contains causes set down to Sat rday October
27, inclusive.

MIDDLESEX.—MICHAELMAS SITTING, 1877.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Divisions, in which notice has been given of trial before a judge and jury, up to and including the 2nd of November, 1877.

LIST OF ACTIONS FOR TRIAL.

- Ex 1 Keys (Lewin & Co) v Metropolitan Ry Co (Burchells) SJ
- Ex 2 Hall (In Person) v Gill (Rickards & W)
- Ex 3 Adams (A Greaves) v Jesling, sued, &c. (R Preston)
- Ex 4 Slade & anr (Roy & C) v Ross (Hollams, Son, & C)
- Ex 5 Beeton (Milward & W) v Mason (Mead & D)
- Q B 6 Girdlestone (F. S. Gosling) v Lewis (In Person)
- Q B 7 Dickson (Wilkinson & Son) v Reeves (G W Digby)
- CP 8 West (Meynell & P) v De la Warr (Cope & Co) SJ
- Q B 9 Woolf (R & E Bastard) v Harris & Co (A Pulbrook)
- Q B 10 Phillips (E. Lee) v The New Zealand Shipping Co, limd (Hollams, Son, & C)
- CP 11 Morrell (A S H Jones) v Statham (T A Tibbitts)
- Ex 12 Pertwee (G. B. Wheeler) v Kettner (W Venn)
- Ex 13 Morgan & anr (Hume, B & B) v Norcott (W Evans & Cooke)
- Q B 14 Warne (Hicklin & W) v London Tramways Co, limd, (Ashurst & Co)
- CP 15 Eyre (G L P Eyre & Co) v Moffatt & anr (J G Watson) SJ
- Ex 16 Brown (S R Hoyle) v Lawes' Chemical Manure Co, limd (Freshfields & W) SJ
- Ex 17 Ball (Duncan, M W & G) v Moore (Crowdy & Son)
- Ex 18 Marling & anr (Peacock & G) v West (Lewis & Lewis) SJ
- Ex 19 Beach & anr (Whateley, M & W) v Davenport (Davies, C & Co) SJ
- CP 20 Torres (Tilleard, G & H) v Cordner (Foss & L)
- Ex 21 Reilly (H Sydney) v Ransson (C G Scott)
- Q B 22 Walker & Smith, limd (Paterson, S & B) v Mackenzie (Hollams, Son, & C) SJ
- Q B 23 Neumann (A A Silberberg) v Bogle (Taylor & San)
- Ex 24 Hickey (Bellfrage & M) v Montefiore (Lewis & Lewis)
- Q B 25 Creed (A J Murray) v Millett (Roscoe, H & S)
- Q B 26 Wilson (Cuntenay & C) v Gleig (W H Smith)
- Q B 27 Love & anr (J W Hickin) v Pymen, Bell, & Co (Scott & C)
- CP 28 Peile (G Blagden) v Ashwin & anr (S G Ashwin; J V Franklin) SJ
- CP 29 Rathbone & anr (Ellis & C) v Poole (Spyer & Son)
- Ex 30 Card & anr (Barron & P) v London Steamboat Co, limd (E Hughes)
- CP 31 The Real and Personal Advances Co, limd (Dillon-Webb & K) v Wilkinson & anr (Stevens, W & H)
- CP 32 Matthews (Digby & Liddle) v Cramer (G S & H Brandon)
- CP 33 Kirby (F Norton) v Lacey (Evans & Eagles)
- Q B 34 Moss (Chapple & W) v Pape (Gregory & Co)
- Ex 35 Dear (Parker & B) v Strike (Maasternan, H & Co) SJ
- Ex 36 Same (Same) v City Offices Co, limd (Same) SJ
- CP 37 Colman (G R Dodd, jun) v Whelan (Prior, B C & A)
- Q B 38 Mostyn (T G Everill) v Richardson (Bicknell & H)
- CP 39 Elliston & Co (G Davis, Morgan & Co) v Hirschell (J Knight)
- Ex 40 Radden (H Wood) v London, Brighton & S C Ry (Nort n, R & Co) SJ
- Ex 41 Vaughan (Pritchard, E & Co) v Clements (Talbot & T)
- Q B 42 Williamson (Clapham & F) v The Vestry of St Mary, L-ington (Layton & J)
- Q B 43 Barnes (J R MacArthur) v Jones (E Warriner)
- Q B 44 Flannagan (C V Field) v Crews (Webster & G)
- Q B 45 Nichols (R Metcalf) v The Midland Railway Co (Beale, M & B) SJ
- Q B 46 Nichols n (R B Johnson) v Day & anr (A F & R W Tweedie)
- Same (Same) v Dawson (Same) SJ cons act
- Ex 47 Rees (Evans & E) v Davies (Hickling & W)
- Q B 48 Nash (H T Roberts) v Searle (D Birt)
- Q B 49 Andrews (E Nort n) v Williams (Norris & Co)
- Ex 50 Fulford (Wilks n, Blyth & F) v Friendlander (L Goldberg)
- Ex 51 Callender (T Croe) v Callender (Crowdy & Son)
- Q B 52 Flint (J & H Muskett Yett-) v Friddle (Hurford & T)
- Ex 53 Meux & Co (Hunter, G & Co) v Oxenham (J C Hall)
- Q B 54 Sutt n (Symes & Son) v The British Equitable Assurance Co (H Gover)
- Ex 55 Bonnett (In Person) v Stanley (Routh & S)
- CP 56 Hillyer (G H Finch) v Curme (R W Crosse)
- Chy 57 Thomson (J E Fox & Co) v Bennett & ors (H Wright; J E Carter)
- Ex 58 Kendrick (G J & P Vanderpump) v Seath (Torr & Co)
- Ex 59 Government Security Fire Insurance Co (W M Flegg) v Clucas (Ashurst, M & Co)
- CP 60 Scott (Chapman, T & P) v Maritime Passengers, &c, Insurance Co (Harrison & Son)
- Ex 61 Hare (Torr & Co) v Claret (H W Davie)
- Q B 62 Whatley (R H B Macmullen) v Ferguson & anr C Butterfield; H S Smith)
- Q B 63 Simon (Cheston & Sons) v Riemann (Cordwell & T)
- Q B 64 Lyle (A A Silberberg) v Wilson (Lumley & L)
- CP 65 Sworder (Cordwell & T) v Merfield (Austin, De Gex, & Co)
- Ex 66 Hall (Hilleary & T) v Whiting (Woodbridge & Sons)
- Ex 67 Jenkins & ors (E Peacopp) v Morgan (R J Child) S J
- Q B 68 Grantham (Guscombe & Co) v Cochrane & ors (J J Irving)
- CP 69 Velati & Co (W F Stokes) v L Braham & Co (E Lee)
- CP 70 Phillips (Lewis Pass) v Crawahay (Vizard, Crowder, & Co)
- Ex 71 Tomlin (H F & E Chester) v The Margate Aquarium Co, limd (Harrisons)
- Q B 72 Uppington (D Keane) v Holman (C E Abbott)
- CP 73 Sampson (In Person) v Lock (H Dinn)
- CP 74 Roffey (Jones & Co) v Cox (H M Ody)
- Q B 75 Langston (Shum & Co) v Salter & anr (Gowing & M)
- Ex 76 Lee (H W Elcum) v Lock (H Dinn)
- Ex 77 Ratcliff (C Harcourt) v Lynn (J J Pallen)
- Q B 78 Truss (C A Emmet) v Sanderson & anr (Johnson & W)
- Ex 79 Bright & ors (Hargrove & Co) v The Telegraph Construction, &c, Co (Bircham & Co) SJ
- CP 80 Oldfield (C C Ellis & Co) v The Langham Skating Rink Co, limd (Crook & S) SJ
- Ex 81 Betts (W T Boydell) v Macartney (W H B Pain)
- Ex 82 Binas, administratrix (Berry & Binas), v Carroll (H W Lindus)
- Q B 83 Inman (J W Hickin) v Craven (Pattison, W & Co)
- Ex 84 Goodwin (J M Green) v Osborne (W Hicks)
- Ex 85 Davies (Wyatt & B) v Foakes (Tilley & S)
- CP 86 Widdowson (R W Busby) v Booth (Risley & S)
- Ex 87 Berridge (Willoughby & Cox) v Roberts (Harris & Godwin) SJ
- Q B 88 Brunker (W Venn) v Nash & anr (G & A Linde)
- Q B 89 Milton (J B Fenton) v Roberts & anr (C W Hird)
- Ex 90 Spicer & ors (Hewitt & A) v Giles (Ashley & Tee)
- Ex 91 Jones (F Hatten) v Cunnam (G Johnson)
- Ex 92 Hart (T R Appa) v Braithwaite (Kingsford & D) S J
- CP 93 Harwood (R Davies) v Metcalfe (Field, R, & Co)
- Q B 94 Fournet (G Whale) v Tench & anr (T W Parkes and J Cann & Son)
- Ex 95 Gilbert (T W Goldring) v Cridland (Tilley & S)
- CP 96 Seymour & ors (Tilleard, G & H) v Marsland (In Person)
- Q B 97 Field (T Donnithorne) v Duke (Venn & Son) SJ
- Q B 98 White, Trustee, &c. (Linklater & Co) v S Lewis & Co, (M Shepherd)
- CP 99 Harthrop (Peckham, M & P) v Berresford (Glynes, Son & C)
- CP 100 Weir & Co (Edward Lee) v Dewrance & Co (J A Rose) SJ
- CP 101 O'Brien (Woodroffe & P) v Grove, 1st Action (Elmalie F & S)
- CP 102 Same (Same) v Same 2nd Action (Same)
- Ex 103 Smith (Nisbet, R & D) v Judd (Allen & Son)
- Q B 104 Brown (Merriman, M, & Co) v Elkington & ors (Lumley & L)
- CP 105 Horner (H B Clarke & Son) v Codd (Allin & G) SJ
- Q B 106 Fitelman (J Frost) v Brodrie (Smith & H)
- Ex 107 Roques & anr (Lumley & L) v Crole (Chorley & C)
- CP 108 Chase (F L Soames) v Spiers (G & W Webb)
- Ex 109 Taylor (Scott & B) v London, Brighton, & South Coast Railway Co (Beale, M B & G)
- Q B 110 Adams (A J Miles) v Reynolds (G M Cooke)
- Ex 111 Ancrum (T Durant) v Greaves (H H Mason & Son)
- Ex 112 Grover (H H Mason & Son) v Ancrum (T Durant)
- Ex 113 The Credit Foncier of England, limd (E Andrews) v Duckett (W F Nokes)
- Ex 114 Duckett (W F Nokes) v Govar & ors (J D Gover)
- Q B 115 Grasmeyer (Clapham & F) v Manning & ors (Hicks & A)
- Q B 116 Sanders (Milne, R & M) v Patchett (Rogerson & F) SJ
- CP 117 Co-operative Mining Society, limd (Ashurst, M & Co) v Skoines (Kearsey, Son, & H)
- Ex 118 Green (Smith & H) v McDiarmid (S Toppin)
- Q B 119 Taylor (Hurford & T) v Lloyd's Banking Co, limd. (Sharpe, P & C)
- Ex 120 Chaldecott (Hunters, G & Co) v Amaler (C A Swaine) SJ
- CP 121 Walford & Wife (H Padmore) v Randall (M Rodwell)
- Ex 122 Dixon (Lucas & Son) v Green & ors (M Shepherd)
- Q B 123 Whitaker (J Frost) v Brellitt (W Maynard)
- CP 124 Clifford Ekell (M J Pyke) v Varley (G M Cooke)
- Chy 125 Williamson (Pritchard & Sons) v Millward (Guillaume & Sons)
- Q B 126 Munster (Ward, M W & L) v Brock & Olah (Ford L & B J Pittman)
- Chy 127 Cooper (H Wright) v Castle (In Person)

(To be Continued.)

PUBLIC COMPANIES.

Nov. 2, 1877.

GOVERNMENT FUNDS.

3 per Cent. Consols, 96½
 Ditto for Account, Dec. 96½
 Do. 3 per Cent. Redwood, 95½
 New 3 per Cent., 95½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Do. 5 per Cent., Jan. '73
 Annuities, Jan. '80

Annuities, April, '88, 9½
 Do. (Red Sea T.) Aug. 1908
 Ex Bills, £1000, 2½ per Ct. 4 dis.
 Ditto, £500, Do. 4 dis.
 Ditto, £100 & £500, 4 dis.
 Bank of England Stock. — per
 Ct. (last half-year), 260
 Ditto for Account.

SALE OF A RAILWAY.—On Wednesday there was a large attendance at the Auction Mart of capitalists and others interested in railways, on the occasion of the sale by Messrs. Edwin Fox & Bousfield of the railway between Swansea and the favorite sea-side resorts of its inhabitants, Oystermouth and The Mumbles, places which are known to visitors to the coast of South Wales as not being without attractions even to other than residents. The railway or tramroad is six miles in length, and there is power to work the same by steam, a very neat locomotive being in use, although horses are more generally used at this season of the year. The auctioneer described the property to be freehold, the permanent way to be in good order, and that at present the line was worked by a company at a rental of £1,600 a year, but a buyer could probably have actual possession and work it himself. The first offer was £10,000, and the biddings advanced but slowly up to £20,000, when a somewhat more brisk competition set in, and the property was ultimately sold for £31,000.

MARRIAGES AND DEATHS.

MARRIAGES.

PAXTON—LAMBERT.—Oct. 25, at Berwick-upon-Tweed, John Paxton, of Liverpool, solicitor, to Emmeline Helen Margaret, daughter of the late Peter Lambert, of London, and Berwick-upon-Tweed.

WILKES—COLLIN.—Oct. 30, at Wendens Ambo, John Wilkes, of Lincoln's-inn, barrister-at-law, to Lucy, daughter of Joseph Thomas Collin, of Wendens, Saffron Walden.

DEATH.

DANIEL.—Oct. 26, Robert Farrinond Daniel, solicitor, Leeds.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Oct. 26, 1877.

Clabon John Moxon, and Francis Pearson, solicitors, 21, Great George st, Westminster. Oct 24.

TUESDAY, Oct. 30, 1877.

Astor, John Parkington, and Charles Aston, Manchester, solicitors, Oct 19
 Sparkes, Alfred, and Cecil John Mercer, solicitors, Ramsgate, Oct 27

Winding up of Joint Stock Companies.

FRIDAY, Oct. 26, 1877.

LIMITED IN CHANCERY.

Brighton Livery Stables Company, Limited.—Petition for winding up, presented Aug 30, directed to be heard before V.C. Bacon, on Nov 3. Harper and Co, Broad lane, solicitors for the petitioner

Niger Merchants, Limited.—Petition for winding up, presented Oct 23, directed to be heard before V.C. Bacon, on Nov 3. Trinders and Co, Bishopsgate st, Within, solicitors for the petitioners

Oakham Collieries Company, Limited.—Lopes, J., has, by an order dated Aug 28, appointed Alfred Good, Poultry, and Charles Frederick Finney, Saint George's crescent, Liverpool, to be official liquidators. Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims to the above. Friday, Dec 7, at 11, is appointed for hearing and adjudicating upon the debts and claims

Park Gate Wagon Works Company, Limited.—Petition for winding up, presented Oct 18, directed to be heard before V.C. Hall, on Nov 3. Greenfield, Lancaster place, Strand, agent for Leach, Derby, solicitor for the petitioner

Pennant Vale Slate Quarry and Copper Mine Company, Limited.—Fry, J., has, by an order dated Sept 18, appointed Thomas Chambers, 13, Queen st, Albert sq, Manchester, to be official liquidator

TUESDAY, Oct. 30, 1877.

LIMITED IN CHANCERY.

Japanese Curries and Patent Fabric Company, Limited.—Petition for winding up, presented Oct 23, directed to be heard before V.C. Malins, on Friday, Nov 9. Conratty and Croome, Gracechurch st, Lyttles Court St-el Company, Limited.—Petition for winding up, presented Oct 29, directed to be heard before V.C. Hall, on Nov 9. Hewlett, Essex st, Strand, solicitor for the petitioner

Northfield Iron and Tyro Company, Limited.—Petition for winding up, presented Oct 25, directed to be heard before V.C. Hall, on Nov 16. Maples and Co, Frederick's place, Old Jewry, agents for Nicholson and Co, Waltham-upon-Avon, solicitors for the petitioner

Scilly Islands Telegraph Company, Limited.—The M.R. has fixed Monday, Nov 12, at 12, for the appointment of an official liquidator

Towsester Company, Limited.—Petition for winding up, presented Sept 21, directed to be heard before the M.R. on Nov 10. Tucker and Lako, Series-street, London's-inn fields, agents for: Wraggs and Co, Birmingham, solicitors for the petitioners

Friendly Societies.

TUESDAY, Oct. 30, 1877.

Friends to Loyalty Benefit Society, Berkeley Arms Tavern, John st, Berkeley sq. Oct 23

Bankruptcy.

FRIDAY, Oct. 26, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Pasmore, John C, Kentish Town rd, Hosiery. Pet Oct 22. Hazlitt. Nov 12 at 11

Solano, R, Colville terrace west, Notting hill. Pet Oct 23. Brougham. Nov 13 at 11

Winn, Charles, Copthall buildings, Stockbroker. Pet Oct 22. Hazlitt. Nov 5 at 12

To Surrender in the Country.

Beil, William H, Liverpool. Merchant. Pet Oct 24. Cooper. Liverpool. Nov 12 at 11.30

Sarah, Frederick, Probate, Cornwall, Draper. Pet Oct 23. Chilcott. Turo, Nov 7 at 11

Wilkins, William Pres'wood, Buckingham, Hay Dealer. Pet Oct 21. Watson. Aylesbury, Nov 8 at 11

TUESDAY, Oct. 30, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Philp, Thomas, Aldermanbury, Merchant. Pet Oct 23. Brougham. Nov 14 at 12

To Surrender in the Country.

Blacklock, David, Middlesborough, Draper. Pet Oct 25. Crosby. Middlesborough. Nov 15 at 2.30

Jackson, William, Hertshead-cum-Clifton, York, Quarryman. Pet Oct 27. Rankin. Halifax, Nov 13 at 11

Lewis, William James, Jones's William Lewis, Thomas Morgan Lewis, and Rees Frederick Lewis, Ystradgofwg, Glamorgan, Grocers. Pet Oct 26. Spicott. Pontypridd, Nov 13 at 10

BANKRUPTCIES ANNULLED.

TUESDAY, Oct. 30, 1877.

Gill, William Clarke Manchester, Estate Broker. Oct 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Oct. 26, 1877.

Allen, George, Southampton, Ga. Sister. Nov 2 at 3 at office of Shuttle, Portland st, Southampton

Anclay, Charles, Doncaster, Mas n. Nov 7 at 11 at offices of Shirley, and Co, St George gate, Doncaster. Burdett and Co

Arnold, Henry, Bristol, Painter. Nov 12 at 12 at offices of Hobbs, Clive st, Bristol

A-pinnell, Saptimus William, Doncaster, Labourer. Nov 9 at 4 at office of Ellis, St George gate, Doncaster

Atkinson, Thomas Fairley, Knot Mill, Manchester, Aerated Water Manufacturer. Oct 14 at 3 at the Thatchel House Hotel, New Market place, Manchester. Evans, Manchester

Aylmer, George, St Michael, Norwich, Butcher. Nov 8 at 3 at office of Sudd and Linay, Theatre st, Norwich

Bal, John, Finchfield, nr Wolverhampton, Grocer. Nov 8 at 3 at offices of Sirk, North st, Wolverhampton

Barlow, Alfred, and Louisa Barlow, Dudley, Worcester, Licensed Victuallers. Nov 9 at 11 at offices of Shakespeare, Church st, Oldbury

Barringer, John William, Stroud, Stationer. Nov 2 at 2 at offices of Smith, Lincoln's-inn fields. Jackson, Stroud

De Barry, Charles William Rudolph, Rectory rd, Stoke Newington, out of business. Nov 7 at 12 at offices of Plunkett, Gutter lane

Bateman, John Foster, Leeds, Draper. Nov 6 at 3 at offices of Granger, Bank st, Leeds

Benham, Jason William, Baker's row, Whitechapel, Grocer. Nov 10 at 11 at offices of Tuwates, Basinghall st. Fulcher, Hertford rd, Hackney

Birks, William, Burslem, Stafford, Boot Maker. Nov 6 at 3 at offices of Hollinhead, Tunstall

Blackley, Colbeck, Bailey, Rag Merchant. Nov 9 at 3 at offices of Wooler, Exchange building, Bailey

Boeking, Clement Joshua, Buxton st Hill, Essex, Piano-forte Dealer. Nov 21 at 2 at offices of Nash and Field, Queen st

Bottomley, Frederick William, Dapford, Accountant. Nov 5 at 11 at offices of Lockyer, Depford bridge

Buillancy, Adolphe, St Ann's court, Soho, Furniture Manufacturer. Nov 12 at 12 at offices of Fisher and Co, Leicester sq

Bradley, Harry Herbert, Rochdale, Tailor. Nov 12 at 3 at the Riley Hotel, Millarow rd, Rochdale. Worth, Rochdale

Brierley, James Bentley, Great Driffield, York, Sewing Machine Manufacturer. Nov 5 at 2 at offices of White, Exchange st, Great Driffield

Burgess, George, Gibson sq, Kingston, out of business. Nov 9 at 2 at offices of Swaine, Cheap-side

Butsen, Ann, Tyneworth, Northumberland, Lodging House Keeper. Nov 5 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Cartwright, Charles Talbot, Wolverhampton, out of business. Nov 9 at 3 at offices of Dalow, Queen sq, Wolverhampton

Cartwright, John, Hunsley, Lincoln, Butcher. Nov 5 at 3 at the White Hart Inn, Spilsby. Adcock, Horncastle

Chamberlin, Alfred Cranefield, Swaffham, Norfolk, Hotel Keeper. Nov 9 at 13 at offices of Coaks, Bank plain, Norwich
 Cork, Henry, Colne, Lancashire, Commission Agent. Nov 9 at 3 at the Thors Hotel, Burnley. Carr, Colne
 Culy, Herbert George, Wincelashes, Sussex, Grocer. Nov 7 at 11 at the George Hotel, Rye. Langham, Hastings
 Coleman, Edwin, Ventnor, Isle of Wight, Builder. Nov 8 at 3 at St John's chambers, Ventnor. Urry
 Omyear, William George, Swansea, Clerk. Nov 8 at 2 at offices of Cross, Small at chambers, Bristol. Glascombe, Swansea
 Cooke, Louis, Fulham rd, West Brompton, Fancy Draper. Nov 8 at 3 at offices of Jones, Bruton st, Bond st
 Coupe, James, Todmorden, York, Wars Sizar. Nov 9 at 3.15 at the Mire Hotel, Manchester. Eastwood, Todmorden
 Owen, James, Sheffield, Table Knife Manufacturer. Nov 9 at 4 at offices of Ghee, Fig Tree chambers, Sheffield. Binns, Sheffield
 Orphey, Phillip, Blunell st, Caledonian rd, Cab Builder. Nov 8 at 3 at 18, Chesapeake. Cooper, Chancery lane
 Osedale, William, Leeds, Pianoforte D-al r. Nov 6 at 3 at offices of Turner, Park sq, Leeds
 Outhers, James, Newcastle-upon-Tyne, Innkeeper. Nov 8 at 11 at offices of Keenlyside and Forster, St John's chambers, Grainger at west, Newcastle-upon-Tyne
 Davis, Henry, Clapham rd, Grocer. Nov 7 at 3 at offices of Holloway, Ball's Pond rd. Cooper, Chancery lane
 Daws, Arthur, Woolwich, Journeyman Tailor. Nov 12 at 3 at offices of Cooper, Chancery lane
 Dewler, Benjamin, Smithwick, Stafford, Hairdresser. Nov 7 at 11 at offices of Gheep, Church st, Oldbury
 Elliot, William, Newcastle-upon-Tyne, Engineer. Nov 10 at 1 at offices of Taylor, Grey st, Newcastle-upon-Tyne
 Evans, Thomas, South Norwood, Surrey, Grocer. Nov 5 at 12 at 4, Arthur st east, London bridge. May and Co, Adelaide place, London bridge
 Fawcett, John, Kingston-upon-Hull, Shoe Dealer. Nov 8 at 3 at offices of Becke, Dergate, Northampton
 Figgins, Thomas, Eynsford, Kent, Butcher. Nov 12 at 12 at offices of Figgins, Eynsford
 Fisher, Albert, and Alfred Fisher, Clerkenwell close, Cloth Workers. Nov 12 at 2 at offices of Warriner, Great Winchester at
 Flissmore, John, Whitehaven, Grocer. Nov 9 at 11 at offices of Faison, Irish st, Whitehaven
 Fraser, George, Thornhill, Sussex, Farmer. Nov 7 at 4 at offices of Stone and Simpson, Church rd, Tunbridge wells
 Fyles, Richard, Bolton, Stonemason. Nov 8 at 3 at offices of Robinson, Acresfield, Bolton
 Gellon, Thomas, High Ham, Somerset, Blacksmith. Nov 10 at 11 at offices of Dunn and Payne, King st, Frome
 Good, Joseph, Wilton, Wilts, Surgeon. Nov 8 at 12 at the Greyhound Inn, Wilton, Hill
 Graham, John, Eddington, Lancashire, Soap Manufacturer. Nov 8 at 3 at offices of Dowling, Wood st, Bolton
 Green, Henry, Old Hill, Stafford, Grocer. Nov 9 at 3 at offices of Shakespeare, Church st, Oldbury
 Gunn, Alexander, Middleborough, out of business. Nov 7 at 12 at offices of James, Vaughan st, Middleborough
 Hallam, Robert, Sheffield, Knife Manufacturer. Nov 8 at 12 at offices of Mellor, Bank st, Sheffield
 Harris, John, Huntingfield, Suffolk, Grocer. Nov 7 at 1 at the Angel Hotel, Halesworth. Moseley, Great Yarmouth
 Haselgrove, Samuel, Wakefield, Draper. Nov 7 at 2 at 32, Grainger st west, Newcastle-upon-Tyne. Gill and Hall
 Hayward, Albert, Shirland rd, Paddington, Corn Merchant. Nov 13 at 3 at offices of Reader, Gray's Inn sq
 Heckford, Charles, E at Berghot, Suffolk, Boot Maker. Nov 21 at 12 at offices of Pollard, St Lawrence st, Ipswich
 Hibbert, George, Nottingham, Baker. Nov 6 at 12 at offices of Balk, Middle pavement, Nottingham
 Hicks, Henry, West Garforth, York, Foreign Merchant. Nov 14 at 3 at offices of Dibb and Co, Butt's court, Leeds
 Hough, Joseph, Hanley, Grocer. Nov 8 at 3 at offices of Turner, Bagnall st, Newcastle-under-Lyme
 Howarth, John, Chesham hill, Manchester, Butcher. Nov 8 at 2 at offices of Phillips, Pall Mall, Manchester
 Hunt, John Thomas, Wolverhampton, out of business. Nov 10 at 11 at the Talbot Hotel, King st, Wolverhampton. Paddock and Sons, Hanley
 Hunt, Thomas William, Margaret st, Cavendish sq, Costume Manufacturer. Nov 8 at 3 at offices of Gowing and Mandale, Coleman st Burrell, Charles, Maldon, Essex, no occupation. Nov 22 at 11 at offices of Digby and Evans, Silver st, Maldon
 Jenkins, James, Redruth, Cornwall, Printer. Nov 3 at 3 at offices of Trevena, St Mary st, Truro
 Johnson, Cyrus Walter, Birkdale, Lancashire, School Proprietor. Nov 12 at 3 at offices of Wellaby and Co, Lord st, Southampton
 Jones, William, Merthyr Tydfil, Glamorgan, Grocer. Nov 3 at 1 at offices of Beddoe, Victoria st, Merthyr Tydfil
 Kemble, William, Quenington, Gloucester, Baker. Nov 7 at 2 at the Bull Hotel, Fairford. Iles, Fairford
 Kennell, Thomas, Coventry, Builder. Nov 8 at 12 at offices of Dewes and Co, Hay lane, Coventry
 Laver, Tom, Maidenhead, Tailor. Nov 16 at 4 at offices of Hayward, King st, Chislehurst
 Lawton, Amos, Newcastle-upon-Tyne, Fruiterer. Nov 8 at 3 at offices of Bird, Grey st, Newcastle-upon-Tyne
 Lightfoot, Joseph, Newcastle-upon-Tyne, Poultry Dealer. Nov 8 at 2 at offices of Sewell, Grey st, Newcastle-upon-Tyne
 Leckey, John, Bristol, Engineer. Nov 6 at 3 at offices of Tricks and Co, City chambers, Bristol. Clifton, Bristol
 Langdon, William, Heaton Norris, Lancashire, Joiner. Nov 14 at 2 at offices of Newton, Bank chambers, Stockport
 Lye, William, Ormskirk, Lancashire, Grocer. Nov 14 at 12 at the Chesham Rooms, South John st, Liverpool. Tumkins, Liverpool
 MacCarthy, William, Newport court, Soho, Furniture Dealer. Nov 26 at 10 at Fisher and Co, 58, Leicester sq
 Martin, Aucion Edwin, Birmingham, Chemist. Nov 8 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham

McWan, Daniel, Liverpool, Slip Store Dealer. Nov 6 at 2 at offices of Harwood and Co, North John st, Liverpool. Laces and Co, Liverpool
 Meynell, John, Thornton-le-Beans, York, Carpenter. Nov 7 at 10 at offices of Walstell, Northallerton
 Mitchison, Richard, Newcastle-upon-Tyne, Builder. Nov 8 at 12 at offices of Mather and Co, Bank chambers, Newcastle-upon-Tyne
 Mountain, Robert Alfred, Bradford, Music Seller. Nov 3 at 12 at offices of Layton and Jaques, Ely place, Holborn. Singleton, Bradford
 Nathan, Charles Casper, Wolverhampton, Clothier. Nov 8 at 3 at the Great Northern Hotel, Wellington st, Leeds. East, Birmingham
 Parker, Edmund, Bristol, Commission Agent. Nov 3 at 11 at offices of Morgan, Nicholas st, Bristol
 Pickett, Thomas, Portlade, Sussex, Trainer of Horses for Racing. Nov 12 at 3 at offices of Mills, New rd, Brighton
 Quimby, Charles, Fenton, Stafford, Grocer. Nov 7 at 11 at offices of Julian, Queen's chambers, Liverpool rd, Burnham
 Rbeal, Josiah, Holditch, nr Newcastle-under-Lyme, Farmer. Nov 7 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme
 Ridge, Robert, Croydon, Builder. Nov 9 at 2 at the Greyhound Hotel, High st, Croydon. Streeter, Croydon
 Robinson, John William, Great Grimby, Lincoln, Marine Store Dealer. Nov 7 at 11 at offices of Stephenson and Mountain, Bothleham st, Great Grimby
 Sage, John, Crawford st, Portman sq, Hosier. Nov 15 at 3 at offices of Good and Co, Bucklebury. Crook and Smith, Abchurch chambers, Abchurch lane
 Scarborough, Charles, Welling, York, Coal Merchant. Nov 9 at 12 at offices of Cross, Parliament st, Kingston-upon-Hull
 Selby, Charles Lewis, Ellisha's yard, Old Bethnal green rd, Cabinet Maker. Nov 17 at 10 15 at offices of Hicks, Globe rd, Mile End
 Sharer, Walter Morris, Oxford st, Mills End, China Dealer. Nov 10 at 11 at offices of Willoughby and Winc, Lancashire place, Strand
 Sharp, William, Leeds, Beerhouse Keeper. Nov 9 at 3 at offices of Simpson and Burrell, Albion st, Leeds
 Sharrocks, William Henry, Salford, out of business. Nov 7 at 3 at offices of Edwards, Bransome st, Manchester
 Shepherd, James Laidlaw Cross, Liverpool, Team Owner. Nov 9 at 12 at offices of Carruthers, Clayton sq, Liverpool
 Smith, James, Little Marlow, Bucks, Fruiterer. Nov 9 at 4 at offices of Rawson, Church sq, High Wycombe
 Smitham, Thomas, Cleator, Cumberland, Draper. Nov 7 at 2 at the Globe Hotel, Whitehaven. White, Cleator Moor
 Spere, Thomas, Bishopgate at without, Hatter. Nov 8 at 12 at the Mason's Hall Tavern, basinghall st. Levinton, Bishopgate at
 Stanley, Robert, Chipping Campden, Gloucester, Butcher. Nov 9 at 2 at the White Hart Hotel, Moreton-in-Marsh. Kendall, Bourton-in-the-Water
 Swallow, Robert, Beaconsfield, Brick Maker. Nov 12 at 3 at the Saracen's Head Inn, Beaconsfield. Charley, Beaconsfield
 Thompson, William Jun, Warrnesworth, York, Farmer. Nov 9 at 2 at offices of Ellis, St George gate, Doncaster
 Thornt, Edward, Haylandswaine, York, Grocer. Nov 6 at 11 at offices of Malcolm, Park row, Leeds
 Truswell, George, Old Whittington, Darby, Aerated Water Manufacturer. Nov 6 at 3 at offices of Cuts and Co, Market Hall chambers, Chesterfield
 Tucker, Alfred, Margate, Licensed Victualler. Nov 12 at 2 at the Bridge House Hotel, London bridge. Lake, Gravesend
 Turner, Thomas, Northbridge, York, Hosier. Nov 12 at 3 at offices of Sykes and Son, Market st, Huddersfield
 Tute, Henry, Baitle, Sussex, Tailor. Nov 5 at 11 at the Bridge House Hotel, London bridge. Langham, Hastings
 Vernon, Thomas, Whitehaven, Grocer. Nov 12 at 3 at offices of Aiter, New Lother st, Whitehaven
 Walker, James, Leeds, Smallware Dealer. Nov 10 at 10.30 at offices of Simpson and Burrell, Albion st, Leeds
 Ward, Robert Henry, Hanley, Tobaccoist. Nov 8 at 2 at the Clarndon Hotel, Station st, Derby. Stephenson, Hanley
 Wells, George, Leeds, out of business. Nov 8 at 3 at offices of Pullan, Bank chambers, Leeds
 Whalley, Jonathan Andrews, and David Henry Andrews, Leeds, Woolen Merchants. Nov 9 at 11 at offices of D-bn and Co, Butt's court, Leeds
 Wheeler, William, Caledonian rd, Furniture Dealer. Nov 6 at 11 at offices of Morris, Paternoster row
 Wilkinson, Thomas, Birmingham, Manufacturing Jeweller. Nov 12 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham
 Wilkinson, William, Felling, Durham, Builder. Nov 7 at 3 at offices of Allan and Davies, Grainger st, Newcastle-upon-Tyne
 Williams, Thomas, Cwmgrach, Glamorgan, Oiler. Nov 7 at 12 at offices of Charles, Farsley, North
 Willson, Alfred Rivers, Clapham rd, Chemist. Nov 14 at 12 at the offices of Incorporated Law Society, Chancery lane. Wilde, Broad Sanctuary
 Worrell, Thomas, Horrefair, Kidderminster, Butcher. Nov 5 at 3.30 at offices of Miller and Co, Baxter chambers, Kidderminster
 Wyatt, James, Bath, Butcher. Nov 8 at 10.30 at 3, Wood st, Bath. Moger
 Wynn, George, Littledean, Gloucester, Chimney Sweeper. Nov 1 at 3.30 at the Lion Hotel, Cinderford. Jackson, Stroud
 TUESDAY, Oct. 30, 1877.
 Anderson, John, Tunstall, Stafford, Wine Merchant's Cellarman. Nov 9 at 11 at offices of Ellis, Market place, Burnham
 Ash, William, Badesley Clinton, Warwick, Saddler. Nov 9 at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham
 Ashworth, George, Manchester, Merchant. Nov 24 at 3 at the Old Swan Hotel, Pool st, Manchester. Harris, Manchester
 Atkin, William, Burnley, Tailor. Nov 13 at 2 at offices of Knowle, Nicholas st, Burnley
 Barrow, John William, Goodhill, York, Heald Maker. Nov 12 at 11 at offices of Craven and Sunderland, King st, Huddersfield
 Barton, Edwin, Manchester, Builder. Nov 9 at 3 at the Mire Hotel, Cathedral gates, Manchester. Needham and Co, Manchester
 Bateman, Edward Fleming, Richard's place, St Luke's, India Rubber Ball Manufacturer. Nov 7 at 3 at offices of Naser, Castle st, Holborn

Beckett, Mary, Nuncaton, Warwick, Hosier. Nov 12 at 2 at o'Clocks of Shingay, Nordergate st, Newcastle.

Bolus, Henry, So Bull, Warwick, Coal Merchant. Nov 10 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham

Branson, John, Stoke-upon-Trent, Grocer. Nov 10 at 11 at offices of Tennant, Chesapeake, Hanley

Briggs, James, Liverpool, Licensed Victualler. Nov 16 at 2 at offices Fowler, Cable st, Liverpool

Broadhurst, William, Birmingham, Beer Retailer. Nov 10 at 12 at offices of East, Eldon chambers, Cherry st, Birmingham

Brown, George Henry, Rotherham, York, Hosier. Nov 10 at 11 at offices of Ladbury and Co, Chesapeake. Watson and Esam

Rowbridge, James, Dudley, Worcester, Travelling Drap r. Nov 16 at 3 at offices of Addleshaw and Wardroton, King st, Manchester

Bryant, Henry Albert, Bristol, Engineer. Nov 7 at 11 at offices of Andrews, Nicholas st, Bristol. Price, Bristol

Burn, Thomas, Hebburn Quay, Durham, Butcher. Nov 12 at 11 at offices of Keenlyde and Forster, St John's chambers, Grainger st west, Newcastle-upon-Tyne

Barley, Samuel, Jun, Henry Crowther, and Isaac Tetley, Morley, York, Rag Grinders. Nov 14 at 10 at offices of Ridgway and Ridgway, Wellington st, Batley

Corver, John, Gray's Inn rd, Gasfitter. Nov 15 at 2 at 51, Chancery lane. Nickinson and Co

Chantler, Peter, Broadheath, Cheshire, Skip Manufacturer. Nov 12 at 12 at offices of Phillips, Pall Mall, Manchester

Cole, Benjamin, Birmingham, Soda Water Manufacturer. Nov 12 at 2 at offices of Wright and Marshall, Town Hall chambers, Birmingham

Collins, James William, St Edmund, Exeter, Licensed Victualler. Nov 10 at 12 at offices of Toby, Castle st, Exeter

Cooper, Henry, Aston-juxta-Birmingham, Butcher. Nov 7 at 11 at offices of An-ell, Waterloo st, Birmingham

Corforth, William, Darlington, Provision Dealer. Nov 12 at 3 at offices of Webster, Central Hall, Darlington

Cross, William, Northwich, Cheshire, Plumber. Nov 10 at 10 at the Unicorn Hotel, Altrincham. Green and Dixon, Northwich

Crowe, William, Lechham, Cornwall rd, Bayswater, no occupation. Nov 12 at 3 at the City Terminus Hotel, Cannon st. Simpson and Collingford, Gracechurch st

Davis, Joseph, Newcastle-upon-Tyne, Picture Dealer. Nov 15 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Dobbs, William, Mitheldean, Gloucester, Farmer. Nov 14 at 12 at offices of Parker, Newnham

Emmons, Jacob, and James McKean Houghton, Liverpool, Ship Chandlers. Nov 26 at 2 at offices of Duncan and Co, Water st, Liverpool

Ferry, Graham Robert, Darlington, Builder. Nov 7 at 11 at offices of Stevenson and Meek, Paradise terrace, Darlington

Gallagher, Thomas Edward, King William st, Metal Agent. Nov 14 at 2 at the Guildhall Tavern, Gresham st. Houghton and Byfield, Gracechurch st

Gittos, John, West Bromwich, Stafford, Coal Merchant. Nov 13 at 11 at offices of Rankin, High st, West Bromwich

Goldsbury, Edmund, Upper st, Islington, Milliner. Nov 14 at 12 at offices of Ladbury and Co, Chesapeake. Carr and Co, Basinghall st

Goodman, George, Sheff rd, Bedford, Grocer. Nov 14 at 4 at the Inns of Court Hotel, Holborn. Conquest and Clare, Bedford

Grattan, Elizabeth, Tiverton, Devon, Boot Dealer. Nov 12 at 11 at offices of Featherick, Southernhay, Exeter

Green, Holis, Kirkheaton, York, Basket Fuller. Nov 13 at 11 at offices of Wooler, Exchange buildings, Batley

Groase, George, North Fredingham, York, Grocer. Nov 12 at 2 at offices of White, Exchange st, Great Driffield

Hagoe, James Henry, Romney, Hants, Builder. Nov 9 at 8 at offices of Sauter, Fox land st, Southampton

Hall, James, Tredeyrihir, Glamorgan, Innkeeper. Nov 9 at 11 at office of Phillips, Canon st, Aberlargo

Hall, Thomas, Pershore, Worcester, Printer. Nov 14 at 11 at the Unicorn Hotel, Worcester. Martin, Pershore

Heaton, Thomas, Gorton Brook, Lancashire, Fancy Goods Dealer. Nov 26 at 2 at the Tower Hotel, Cathedral steps, Manchester. Tremewen, Manchester

Herbert, John William, West st, Hackney, Grocer. Nov 12 at 11 at offices of Wilson, Cornhill

Hill, James, Dresden, nr Longton, Auctioneer's Clerk. Nov 8 at 2 at the Sea Lion Hotel, Hanley

Hurry, John, March, Cambridge, Painter. Nov 12 at 1 at offices of Gaches, Cathedral gateway, Peterborough

Ivey, William, Bilsford, Devon, Boot Maker. Nov 16 at 11 at offices of Thorne, Castle st, Barnstable

Jones, Charles, Birmingham, Provision Merchant. Nov 13 at 3 at offices of Jaques, Cherry st, Birmingham

Jones, Richard, Penley, Flint, Miller. Nov 14 at 1 at the Angel Hotel, Dale st, Liverpool. Blackburne and Allen, Eldon Chambers

Jones, William, Shaldon, Devon, Carrier. Nov 10 at 11 at offices of Campion, Bedford circus, Exeter

Joyling, Charles Septimus, Sunderland, out of business. Nov 12 at 3 at offices of Bell, Lamiton st, Sunderland

Kearl, Thomas Norman, Leamington Priory, Draper. Nov 9 at 11 at offices of Snape, High st, Warwick

Leblay, Benjamin, Morley, York, House Furnisher. Nov 14 at 11.30 at offices of Wooler, Exchange buildings, Batley

Manley, Edmund, Manchester, Steel Merchant. Nov 8 at 2 at offices of Burdett and Co, Sheffield. Sale and Co, Manchester

Mason, Anthony, Gromore, Westmoreland, Painter. Nov 14 at 10.30 at offices of Galey, Ambleside

Mathews, Matthew William, Birmingham, Coal Dealer. Nov 7 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham

May, Joshua Bulkeley, Wobstanton, Stafford, out of business. Nov 12 at 2 at offices of Hollishead, Tansall

Mayor, Mary Ann, West Gorton, nr Manchester, Provision Dealer. Nov 13 at 2 at offices of Rylands and Barker, Essex st, Manchester

McMann, John, Ransgate, Hair Dresser. Nov 10 at 4 at offices of Moon and Clarke, Broadfield

Moore, Lawrence Bartholomew, Bedford, Builder. Nov 14 at 1 at the Inns of Court Hotel, Holborn. Conquest and Clare, Bedford

Norman, Frederick, Chesterfield, Boot Dealer. Nov 12 at 3 at the Stag and Phoenix Hotel, Humberstone gate, Leicester

Pearce, Edwin, Malvern, Worcester, Lodging House Keeper. Nov 9 at 11 at offices of Tree, High st, Worcester

Pearson, Donald MacDonald, Stourbridge, Coal Merchant. Nov 14 at 11 at the Talbot Hotel, Stourbridge. Collis, Stourbridge

Pearson, James, Baisell Heath, nr Birmingham, Commercial Traveller. Nov 12 at 11 at 49, Ann st, Birmingham. Gem, Birmingham

Peggs, John, Wilson's yard, Islington, Cab Proprietor. Nov 8 at 2 at 37, Bedford row. Marshall

Perkins, William Charles, Manchester, Auctioneer. Nov 15 at 3 at offices of Hall and Son, Fountain st, Manchester

Phillips, Thomas William, and Nathan Arch, Coventry, Market Gardeners. Nov 13 at 10.30 at offices of Hughes and Musser, Little port st, Coventry

Pickering, Thomas, Batley, York, Tailor. Nov 13 at 3 at offices of Scholefield and Taylor, Brunswick gate, Batley

Pope, Isaac, Oakfield, Isle of Wight, Brickmaker. Nov 8 at 3 at offices of Farrell, Cambrian House, Market st, Ryde

Racifflo, James, Eaton, Berks, Farmer. Nov 15 at 12 at offices of Bickerton, St Michael's chambers, Ship st, Oxford

Reed, James Fenwick, Willington, Northumberland, Engineer. Nov 8 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne

Sauerland, Christian Adolph, and Henry Arthur Hat-h, Birmingham, Merchants. Nov 13 at 12 at the Queen's Hotel, New st, Birmingham. Southall and Co, Birmingham

Sellers, Frederick John, Kidderminster, Carpet Manufacturer. Nov 12 at 3.30 at the Black Horse Hotel, Kidderminster. Miller and Co, Kidderminster

Skinner, John Younz, Wisbech, Cambridge, General Outfitter. Nov 12 at 1 at offices of Olford, York row, Wisbech

Slade, William Samuel, Roan Horse mews, Bethnal green, Cabinet Manufacturer. Nov 12 at 3 at offices of Quilter, Fore st

Slocombe, Charles John, St John's hill, New Wandsworth, Cabinet Maker. Nov 10 at 11 at offices of Eley, New Broad st

Smith, John, Manchester, Fishmonger. Nov 19 at 3 at offices of Haxinson, Queen's chambers, John Dalton st, Manchester

Soloway, Harriett, Gloucester, Innkeeper. Nov 12 at 3 at offices of Haines, St John's lane, Gloucester

Stevensen, Robert, Ipswich, Coal Merchant. Nov 14 at 2.30 at the Rider's Hotel, High Holborn. Watts and Cridge, Ipswich

Surman, Thomas Edward, Hallow, Worcester, Butcher. Nov 12 at 3 at offices of Pitt, Avenue, Cross, Worcester

Tate, Thomas, Sunderland, Boat Builder. Nov 7 at 3 at offices of Lawson and Robinson, Villiers st, Sunderland

Thomas, Jenkin, Tynyrodyn, Glamorgan, Collier. Nov 10 at 1 at offices of Bellott, Victoria st, Merthyr Tydfil

Trotter, Richard, Bradford, Grocer. Nov 9 at 3 at 7, Parkins's chambers, Bradford

Walden, William, Jun, Stamford, Lincoln, Timman. Nov 16 at 11 at offices of Law, St Mary's place, Stamford

Wilkinson, Richard Henry, Bradford, Draper. Nov 8 at 3 at 7, Parkins's chambers, Bradford

Williams, John, Bryonael, Carnarvon, Farmer. Nov 15 at 12 at the Eagles Hotel, Llanwrst, James, Llanwrst

Wilson, Thomas, Leds, Builder. Nov 9 at 11 at offices of Middleton and Sons, Park row, Leeds

Wilson, William, Leeds, Draper. Nov 12 at 11 at offices of Lawry, South; parate, Leeds. Malcolm

Winnall, Joseph, Elmley Love t, Worcester, Farmer. Nov 10 at 11 at the Lion Hotel, Kidderminster. Prescott, Stourbridge

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and of the Auctioneers, 200, Kennington-park-road, S.W.

DATES OF SALES.

MESSRS. EDWIN FOX & BOUSFIELD beg respectfully to announce, for the convenience of their Employers, that their SALES by AUCTION of FREEHOLD, Copyhold, and Leasehold ESTATES, Ground and Improved Rents, Advowsons, Next Presentations, Reversions, Policies of Assurance, Shares, and convertible Securities of every description, will occur throughout the year 1878, at the AUCTION MART, Tokenhouse-yard, Bank of England, on the following Wednesdays in each Month:—

January 2nd	April 27th	June 19th	September 25th
January 16th	April 24th	June 26th	October 9th
February 6th	May 1st	July 3rd	October 16th
February 20th	May 8th	July 10th	October 23rd
March 13th	May 15th	July 17th	November 6th
March 20th	May 22nd	July 24th	November 13th
March 27th	May 29th	July 31st	November 20th
April 3rd	June 5th	August 7th	December 4th
April 10th	June 12th	August 14th	December 11th

No. 90 (late 24), Gresham-street, Bank, London, E.C.

On the Duke of Portland's Estate.—Upper Wimpole-street.—Capital Long Leasehold Residence, for occupation. With possession.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, NOVEMBER 14th, at TWO, the valuable PORTLAND LEASE of the commodious TOWN RESIDENCE, No. 25, Upper Wimpole-street, containing six bed rooms, dressing room, and servants' chambers, fitted bath room, elegant double drawing room and conservatory, morning room, entrance hall, spacious inner hall, study, and large sized dining room, excellent domestic offices, and cellars, together with a capital four stalled stable, coach house with coachman's rooms over, situate immediately in rear of the residence, and known as No. 2, Clarke's-mews, held direct from the Duke of Portland for an unexpired term of about 27 years at a ground-rent of £50 per annum, and of the estimated annual value of £350; being in the occupation of the owner, immediate possession can be had.

May be viewed by cards obtained of the Auctioneers, and particulars obtained of

E. M. HORE, Esq., 32, Lincoln's-inn-fields; at the Mart; and of Messrs. EDWIN FOX & BOUSFIELD, 24, Gresham-street, Bank.

MESSRS. DEBENHAM, TEWSON & FARMER'S

LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 50, Chancery-lane, or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

BAYSWATER.

Near Notting-hill-gate Station, on the Metropolitan Railway.—A desirable Leasehold Corner Residence, situate No. 58, Pembroke-villas, overlooking Fumbridge-square. It contains seven bed rooms, bath room, water closet, elegant drawing room 28ft. by 19ft., portico, vestibule with folding doors to entrance-hall, stone staircase, dining room, morning room, study, cloak room, lavatory, and water-closet, and on the basement, kitchen, housekeeper's room, butler's pantry, scullery, and other conveniences, forecourt, and garden. With immediate possession.

MESSEES. NORTON, TRIST, WATNEY, & CO. are instructed to offer for SALE, at the MART, on FRIDAY, NOVEMBER 16th, at TWO o'clock precisely, the above convenient LEASEHOLD RESIDENCE. Held for a term, whereof 67 years are unexpired, at a ground-rent of £20 per annum.

May be viewed, and particulars had of Messrs. YOUNG, JONES, ROBERTS, & HALE, Solicitors, 2, St. Mildred's-court, Foultry;

Messrs. CHAMPION, ROBINSON, & POOLE, No. 17, Ironmonger-lane, Cheapside; and of the Auctioneers, 63, Old Broad-street, Royal Exchange.

CROYDON, SURREY.

Twelve Freehold Dwelling-houses, known as Wellington-cottages, situate adjoining the Wellington Public-house and Summer-street, Mitcham-road, each containing five rooms and wash-house, with yard in rear (one is a corner shop), in the occupation of weekly tenants, at rents amounting in the gross to £273 12s. per annum.

MESSEES. NORTON, TRIST, WATNEY, & CO. are instructed to offer for SALE, at the MART, on FRIDAY, NOVEMBER 16th, at TWO o'clock precisely, in One Lot, the above FREEHOLD PROPERTY.

Particulars may be had at the Greyhound, Croydon; of Messrs. YOUNG, JONES, ROBERTS, & HALE, Solicitors, 2, St. Mildred's-court, Foultry;

Messrs. CHAMPION, ROBINSON, & POOLE, No. 17, Ironmonger-lane, Cheapside; and of the Auctioneers, 63, Old Broad-street, Royal Exchange.

TURNHAM GREEN, CHISWICK.

A desirable Freehold Property, land-tax redeemed, known as Sutton-lodge, pleasantly situate opposite the Christ Church, near Chiswick-house, and only a short distance from the Gunnersbury Station on the London and South-Western Railway. It comprises a superior detached residence, approached by a carriage drive, and contains five bed rooms, day and night nursery, bath room, portico entrance-hall, cloak room and lavatory, capital dining room 22ft. 6 by 17ft. 6, elegant drawing room 25ft. 6 by 17ft. with French casements opening to pleasure grounds, communicating with a smaller drawing room and a conservatory, and convenient domestic offices, including kitchen, scullery, housekeeper's room, butler's pantry, store room, wine, beer, and coal cellars, paved yard, and other conveniences, stabling for two horses, horse box, coach house with loft and man's room over, stable-house and poultry-house, beautiful pleasure grounds laid out in lawns, flower beds, and clumps of American and other shrubs, summer-house, and two productive kitchen and fruit gardens. Let on lease, and in the occupation of—Compton, Esq., for a term whereof seven years were unexpired at Midsummer last, at a low rent of £163 per annum, and offering an eligible investment.

MESSEES. NORTON, TRIST, WATNEY, & CO. are instructed to offer for SALE, at the MART, City, on FRIDAY, NOVEMBER 16th, at TWO o'clock precisely, the above valuable FREEHOLD PROPERTY.

May be viewed by permission of the tenant, and particulars had of Messrs. YOUNG, JONES, ROBERTS, & HALE, Solicitors, 2, St. Mildred's-court, Foultry;

Messrs. CHAMPION, ROBINSON, & POOLE, 17, Ironmonger-lane, Cheapside; and of the Auctioneers, No. 63, Old Broad-street, Royal Exchange.

REIGATE, SURREY.

A well-secured Leasehold Rental of £50 per annum.

MESSEES. NORTON, TRIST, WATNEY, & CO. are instructed to offer for SALE, at the MART, on FRIDAY, NOVEMBER 16th, at TWO o'clock precisely, a capital DWELLING-HOUSE, offices, and premises, in the High-street, Reigate, let to and in the occupation of the London and County Bank for the full term, at £150 per annum; also a Tobacco-shop, with Dwelling-house adjoining, let at a rent of £20 per annum. The whole of the property is held on lease for a term, whereof about 21 years are unexpired, at a ground-rent of £20 per annum.

Particulars had of Messrs. REYBOUX, PHILLIPS, & GOLDING, Solicitors, 99, Cannon-street, E.C.; and of the Auctioneers, 63, Old Broad-street, Royal Exchange, E.C.

A first-class Wine and Spirit Establishment paying out about £240 per month.

MR. WALTER KNIGHT will SELL, by AUCTION, on WEDNESDAY, NOVEMBER 7th, at ONE o'clock, at the MASON'S HALL, Masons'-avenue, City, the extremely valuable LEASE AND GOODWILL, with possession, of the "Joiner's Arms," Tredegar-road, Bow.

Particulars and cards of the Auctioneer, 104, Great Russell-street, Bloomsbury-square, W.C.

Important Wine and Spirit Establishment—Lease 35 years—paying out about £4,000 per annum.

MR. WALTER KNIGHT will SELL, by AUCTION, at the MASON'S HALL, Masons'-avenue, City, at an early date, the valuable LEASE AND GOODWILL, with possession, of the "Lion and Lamb," Margaret-street, King's-cross-road.

Particulars and cards of the Auctioneer, 104, Great Russell-street, Bloomsbury-square, W.C.

Corner Wine and Spirit Establishment.

MR. WALTER KNIGHT will SELL, by AUCTION, at the MASON'S HALL, Masons'-avenue, City, at an early date, the valuable LEASE AND GOODWILL of the "Queen's Arms," Portland-street, Walworth-common, an unopposed situation.

Particulars and cards of the Auctioneer, 104, Great Russell-street, Bloomsbury-square, W.C.

Genuine Wine and Spirit Establishment.

MR. WALTER KNIGHT will SELL, by AUCTION, at the MASON'S HALL, Masons'-avenue, City, at an early date, the valuable LEASE AND GOODWILL of the "Maulsby Arms," Silver-street, Notting-hill, doing a large corner trade.

Particulars and cards of the Auctioneer, 104, Great Russell-street, Bloomsbury-square, W.C.

MESSEES. FAREBROTHER, ELLIS, CLARK, & CO'S. SALE at the MART, on TUESDAY next, the 6th of NOVEMBER, includes the following VALUABLE PROPERTIES:—

1. CITY OF LONDON.—A valuable and compact range of premises, formerly the "Hour" News-aper publishing offices, with steam power, and a ground area of 3,600 square feet, situate in Dorset-street, Salisbury-square, Fleet-street; also a residence in Dorset-court, Tottenham, £168 per annum.

2. No. 35, KING STREET, CHEAPSIDE.—Capital Investment in a valuable corner block of shop and office property now producing £610 per annum, and held for a long term at £170 per annum.

3. HOLLAND PARK.—A very desirable moderately-sized Residence, No. 9, Notting-hill-square, with the advantage of a capital set of stabling and right of entry to the grounds of a square. Held for 14 years at £7. With possession.

4. Nos. 19 AND 21 LUDGATE HILL.—Extensive and important Premises, possessing a frontage of about 48 feet and a superficial area of about 2,650, and comprising one of the most attractive and commodious shops in London, with a suite of elegantly appointed show rooms, and capital residential and domestic accommodation. Held for nearly 50 years at the low ground-rent of £231 per annum.

5. FREEHOLD AND COPYHOLD GROUND-RENTS, amounting to £10 per annum secured upon numerous dwelling-houses, shops, and premises at St. Dunstons, with reversions to the rack rents; also capital Freehold and Copyhold House Property, producing about £244 per annum, situate close to Commercial-road; also £2 8s. Land Tax. For sale by direction of the owner in fee and executor.

Particulars may be obtained of Messrs. FAREBROTHER, ELLIS, CLARK, & CO., 5 & 6, Lancaster-lane, Strand, W.C., and 16, Old Broad-street.

CITY OF LONDON.

Within a few feet of the City boundary.—An important Freehold Building Estate, nearly an acre in extent, extending from Golden-lane, to which there is an important frontage, to within a short distance of the Goswell-road, directly in the line of extensive improvements about to be effected by the parish, offering splendid sites for the erection of warehouses in one of the most important business positions of the Metropolis.

MESSEES. HARMAN & MATTHEWS have received instructions to offer for SALE, by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, NOVEMBER 14, 1877, at TWO o'clock precisely in one lot, an unusually extensive and valuable FREEHOLD ESTATE, covering an area of about 37,500 feet, having frontages to Golden-lane, Turk's Head-court, Banker's-court, French-alley, and Bell-alley, Goswell-road, and a new street about to be made by the parish, which will open up and greatly enhance the value of the entire property. The existing houses and premises on the estate, known as Nos. 27, 29, and 31, Golden-lane, with the extensive premises in the rear thereof, now used as a cooperage; Nos. 7, 8, and 9, Turk's Head-court; Nos. 3, 4, 5, and 6, Banker's-courts; the whole of Greenharbour-court, Crown-court, and Parson's-court; the whole of White-street, and Nos. 7, 8, 9, 17, 18, 19, 20, and 31, Bell-alley, Goswell-road, produce a rental of about £2,000 per annum, assuring to the purchaser interest on the outlay until building operations are actually commenced. A considerable portion of the estate will be required for the improvements about to be effected by the parish, notice to treat for about 3,000 ft. having already been given. Arrangements might be made for a greater portion of the purchase-money to remain on mortgage.

Particulars, with plans, may be obtained of Messrs. G. F. HUDSON, MATTHEWS, & CO., Solicitors, 23, Bucklersbury, E.C.; at the Mart; and of the Auctioneers, 35, Walbrook, E.C.

HYDE PARK.

Desirable Leasehold Investment, on the Bishop of London's Estate, producing a net rental of £175 per annum.

MESSEES. FULLER, HORSEY, SON, & CO. are instructed by the Executors of the late G. E. Clarke, Esq., deceased, to SELL, by AUCTION, at the MART, Tokenhouse-yard, on WEDNESDAY, NOVEMBER 28, at ONE o'clock, in One Lot, the LEASEHOLD FAMILY RESIDENCE, No. 76, Oxford-terrace, Hyde-park, near Sussex-gardens, containing eight bed chambers and drawing room, double drawing rooms, dining room, library, morning room, and office; let on lease at a rent of £135 per annum. Also the Stable Premises, being No. 19, Devonport-rows, in the rear; let on lease to Sir John Kennaway, Bart., M.P., at a rent of £50 per annum. The whole held for an unexpired term of about 63 years, at nominal ground-rents amounting to £10 per annum.

May be viewed by permission of the tenants, and particulars had of Messrs. DRUCE, BONS, & JACKSON, Solicitors, 10, Dukes-square, E.C.;

at the Mart; and of Messrs. FULLER, HORSEY, SON, & CO., 11, Billiter-square, E.C.